**TOWN OF MEDFIELD**

# MEETING NOTICE

POSTED:

TOWN CLERK

RECEIVED
TOWN OF MEDFIELD, MASS
2019 DEC 13 P 3:36
OFFICE OF THE
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

**Board or Committee**

| PLACE OF MEETING | DAY, DATE, AND TIME |
|---|---|
| Town Hall Chenery Meeting Room | Monday December 16, 2019 @ 7:00 PM |
| | |

## AGENDA (SUBJECT TO CHANGE)

## REVISED AGENDA

**Announcement**

Disclosure of Video Recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

**Citizen Comment**

**Action Items**

Police Chief Michelle Guerette requests the Selectmen to vote to:

Appoint Richard Forrester as Special Police Officer
Authorize Chairman Murby sign Civil Service forms relating to Ryan Maxfield
Add William Bento to Civil Service List
Bypass Civil Service Candidate Carolyn Sheingold

Sarah Raposa requests the Selectmen vote to accept the MHP award of $5,000 for review of the Aura Project

Sarah Raposa requests the Selectmen vote to create the Complete Count Committee 2020 and appoint Sarah Raposa, Chelsea Goldstein Walsh, and Pam Gardner to the Committee.

Fire Chief Carrico requests the Selectmen to vote to authorize Town Administrator Trierweiler to sign contract for Homeland Security and Emergency Management Agency grant

Kristine Trierweiler requests the Selectmen authorize the Chairman to sign the Annual Tree City Application

**Discussion**
Townwide Master Plan Update, Jay Duncan

**FY2021 Budget**
Annual/Capital Budget Discussion

**Pending**
Vote to accept gift of parcel of land from Michael and Theresa Taylor, 609 R Main Street
Discussion of MSH/Solicitation of interest in Committee
Town Clerk Process

**Minutes**
June 18, 2019 (pending)
August 13, 2019 (pending)
October 25, 2019

**Licenses and Permits (Consent Agenda)**
Jamie Picard Coordinator for Trustees of Reservations events at Rocky Woods requests one-day wine and malt beverage permits for the following:

| | | | | |
|---|---|---|---|---|
| Friday | January | 3 | Meteor Madness, | 7:30-9:30 PM |
| Friday | January | 10 | Brew Moon Hike | 6:00-8:00 |
| Saturday | January | 25 | Soup, Stars, Snowshoes & Spirits | 5-7:30 PM |
| Saturday | February | 8 | Family & Friends Brew Moon Hike | 5-7:00 PM |
| Sunday | February | 9 | Wine & Succulents in the Woods | 4:30-6:00 PM |
| Friday | February | 14 | Valentine's Dinner in a Woodland Cabin | 6:30-9:00 PM |
| Wednesday | February | 19 | School Vacation Beaver Discovery Hike | 6-8:00 PM |
| Saturday | March | 7 | Full Worm Moon Brew Hike | 5-7:00 PM |
| Saturday | March | 21 | Rocky Woods Spring Equinox Dinner | 6:00-8:30 PM |
| Saturday | April | 11 | Rocky Woods Easter Brunch & Egg Hunt | 11AM-1:00PM |

**Town Administrator Update**

**Selectmen Report**

**Informational**
From Department of Housing, Medfield's subsidized Housing Inventory Biennial Update
Appreciation letter from Framingham Mayor to Town Administrator
Copies of Legal Notices from ZBA

Copy of Conservation Commission Legal notice
Copy of letter from Appalachian Mountain Club to resident Joseph Scier
Copy of MA Trial Court Memorandum regarding David & Brenda Goldman v. Conservation

**ATTACHMENT A:** **Award Letter Supplement**
**PROJECT NAME:** **The Aura at Medfield**

MHP provides the following supplement to Zoning Boards of Appeal for use of the 40B Technical Assistance funds. If you should have questions please don't hesitate to contact MHP staff about your award, disbursement procedures or your consultant's technical assistance scope.

**Use of Technical Assistance (TA) Funds**
TA funds are to be used only for the engagement of an MHP 40B consultant to assist the ZBA in responding to the proposed project. MHP's technical assistance funds may not be used for services that are typically the financial responsibility of the developer, such as Peer Review of engineering, traffic, architecture and other technical issues. Legal costs for municipal counsel and mediation are not within the scope of our services.

**Scope of Services for MHP 40B Consultants**
Ideally consultants are engaged early enough in the review process to provide a training and education session to ZBA members, city boards and other interested citizens about the Ch. 40B process and proposal review.

**Responding to the Developer's Proposal**
Consultant services may include, but are not limited to the following:
1) Educating the Town boards about the comprehensive permit process as needed;
2) In conjunction with the Town, reviewing the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise
3) Assisting the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies;
4) Facilitating productive discussion between the Town and the developer about the proposed development. Assisting the Town with negotiations as appropriate;
5) Advising Zoning Board of Appeals as needed.

**Municipality's Responsibilities**
Responsibilities of the municipality include:
1) Keeping MHP informed of any unusual delays in the decision schedule.
2) Notifying MHP, in a timely manner, of final decisions and/or permit issuance.

**Billing Procedure**
MHP prepares the contract for 40B technical assistance. MHP pays the consultant directly upon verbal or written authorization from the applicant for each invoice submitted.

AGREED AND ACCEPTED BY:

By:_____
Gustave Murby, Chair of BOS

Date:_____
Hereunto duly authorized

By_____
John McNicholas, Chair, ZBA

Date _____
Hereunto duly authorized

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By:_____
Gustave Murby, Chair of BOS

By_____
John McNicholas, Chair, ZBA

Date:_____
Hereunto duly authorized

Date _____
Hereunto duly authorized

Massachusetts
Housing
Partnership

RECEIVED
NOV 18 2019
Planning & Zoning

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919
www.mhp.net

November 6, 2019

Sarah Raposa
Town Planner
Town of Medfield
459 Main Street
Medfield, MA 02052

**RE: 40B Technical Assistance – Aura at Medfield**

Dear Ms. Raposa:

I have enclosed the town's award letter and a copy of the agreement between MHP and 40B consultant for the project referenced above.

Also enclosed are two copies of an award supplement. Please sign both copies. Send one to my attention and keep the second for your records.

Contact me at any time with any questions or concerns at kbosse@mhp.net or 857-317-8517.

Sincerely,

Katie Bosse

Katie Bosse
Program Coordinator
Community Assistance

Massachusetts
Housing
Partnership

November 6, 2019

Gustave Murby
Chair, Medfield Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

John McNicholas
Chair, Medfield Zoning Board of Appeals
Town of Medfield
459 Main Street
Medfield, MA 02052

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

www.mhp.net

**PROJECT NAME: The Aura at Medfield**

Dear Mr. Murby and Mr. McNicholas:

I am pleased to inform you that the Massachusetts Housing Partnership ("MHP") has approved the application of the Town of Medfield for up to **$5,000** under the 40B Technical Assistance Grant program. This award is provided to the Zoning Boards of Appeal and will be used to pay for the consulting services of **Paul Haverty of Blatman, Bobrowski, and Haverty, LLC** to assist with the review of **The Aura at Medfield.**

MHP's 40B Technical Assistance Grant program supports Zoning Boards of Appeal in reviewing applications for Chapter 40B Comprehensive Permits. Technical assistance is provided by qualified third-party professionals who are pre-approved by MHP. Consultants are hired to advise the ZBA and review technical reports submitted as part of a comprehensive permit application. The Ch. 40B technical assistance award is available for **12 months** from the date of this letter. Repayment of these funds is not expected.

MHP will contract with the Program Consultant who will render services directly to the Town and shall be required to submit invoices to MHP, with a copy to the Town. MHP will make payment directly to the Program Consultant upon confirmation by the Town that the services were rendered and were deemed satisfactory.

As part of 40B Technical Assistance Grant program, an MHP evaluation form will be mailed to the municipality at the time the ZBA issues a decision for the project. It is the municipality's responsibility to notify MHP in a timely manner of the issuance of the decision.

MHP is pleased to offer support to this proposal. **Please indicate your acceptance of this technical assistance by signing the enclosed original copies of the supplement attached and returning one to Katie Bosse at 160 Federal Street, 2nd Floor, Boston, MA 02110.**

Sincerely,

Laura F. Shufelt

Laura F. Shufelt
Assistant Director of Community Assistance

CC: Sarah Raposa, Medfield Town Planner

MHP
Massachusetts Housing Partnership
Moving affordable housing forward

**Consultant:** Blatman, Bobrowski & Haverty, LLC
**Project:** Medfield 40B – The Aura at Medfield
**Amount:** $5,000
**Completion Date:** November 1, 2020
**Account:** 9350-350-230

# CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made as of this 6th day of November, 2019 by and between the Massachusetts Housing Partnership Fund Board, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 ("MHP"), and Blatman, Bobrowski & Haverty, a limited liability company with a principal place of business at 9 Damonmill Square, Suite 4A4, Concord, Massachusetts 01742 ("Contractor").

1. **Services.**

Contractor agrees to provide timely the services described in Schedule A to this Contract (the "Services"). Contractor warrants that the Services will be consistent with generally accepted business practice in Contractor's area of expertise. Also, Contractor agrees that the Services will be completed on or before November 1, 2020 unless otherwise agreed in a writing signed by Contractor and MHP.

2. **Compensation.**

In full consideration for Contractor providing the Services and performing all Contractor's other obligations under this Contract, MHP agrees to pay the compensation described in Schedule B to this Contract (the "Compensation"). The maximum total amount paid to Contractor for providing the Services will be five thousand dollars ($5,000.00) unless otherwise agreed in a writing signed by Contractor and MHP.

To the extent that Contractor is or may be deemed to be a state employee as defined in the conflict of interest law, Massachusetts General Law, Chapter 268A and the regulations promulgated thereunder, MHP shall require, as a condition to payment hereunder, the submission of a current Certificate of Completion of the on-line training course offered by the State Ethics Commission.

3. **Termination.**

Either party may terminate this Contract upon seven (7) days prior written notice to the other party. In the event of an unforeseen public emergency mandating immediate action, MHP may terminate this Contract without cause and without penalty upon immediate written notification to Contractor.

Upon termination of this Contract, Contractor will promptly submit to MHP a final invoice for work performed up to the effective date of termination.

Further, immediately upon any termination of this Contract or other termination of Contractor's right to possess and/or use Confidential Information (as defined in Section 5 herein), Contractor shall turn over to MHP (or destroy and certify the same in writing, if requested in writing by MHP) all disks,

tapes, drawings, notes, memoranda, specifications, devices, documents, or any other tangible or intangible embodiments of any Confidential Information, as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, documents, tapes, electronic records, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) and shall deliver to MHP all finished or unfinished documents, work product, data, studies and reports, and all other property, prepared or purchased by Contractor in the course of performing the Services.

4. **Independent Contractor.**

a. The parties intend and agree that Contractor and any subcontractor ("personnel") hired by Contractor are independent contractors and not employees or agents of MHP. Subject to the terms and conditions of this Contract, Contractor alone will control the manner and means by which the Services are provided to MHP. As neither Contractor nor its personnel hired are MHP's employees, MHP will not take any action or provide Contractor or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Contractor's payments; making state or federal unemployment insurance contributions on behalf of Contractor or its personnel; withholding of state and federal income tax from payments to Contractor; making disability insurance contributions on behalf of Contractor or its personnel; and obtaining worker's compensation insurance on behalf of Contractor or its personnel.

b. Contractor shall bear sole responsibility for payment of compensation to its personnel, including, if applicable, state and federal tax withholding, social security taxes, unemployment insurance, health or disability insurance, retirement benefits or other welfare or pension benefits, if any, to which such personnel may be entitled. Contractor agrees to defend, indemnify and hold MHP, its officers, directors, agents and employees and the administrators of MHP's benefits plans, harmless from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance and benefit matters.

c. Contractor shall obtain and maintain in effect written agreements with personnel who participate in or perform any of the Services. Such agreements shall contain terms sufficient for Contractor to comply with all provisions of this Contract, and shall confirm that such personnel shall have no status as employees of MHP and claim under any MHP benefit plan, and shall ensure that such personnel have read and agreed to abide by the terms of this Contract, including, without limitation, paragraph 5.

5. **Proprietary/Confidential Information.**

Contractor agrees that any inventions, discoveries or improvements made, developed or conceived by Contractor during the performance of the Services will be the exclusive property of MHP, and Contractor will have no right, title or interest in any such proprietary information.

Contractor also agrees that Contractor will not disclose any "Confidential Information" as defined below in Section 5a, and will take reasonable steps to prevent the disclosure of Confidential Information by employees and agents of Contractor.

Contractor shall comply with M.G.L. c. 66A (fair information practices) if Contractor has access to personal information, as defined in M.G.L. c. 93H, or personal data, as defined in M.G.L. c. 66A and shall comply in all respects with the Contractor Certification attached hereto and made a part hereof.

a. CONFIDENTIAL INFORMATION. Confidential Information shall mean information that (i) is disclosed in writing or other tangible form to one party by the other party or by a person having an obligation of confidence to such party and is designated in such writing or tangible form as confidential or proprietary (or, if disclosure is made orally, is designated as confidential by the person disclosing the information or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential); (ii) is not generally known in the relevant industry or industry segment; and (iii) affords possessors of the information a commercial or business advantage over others who do not have the information; and (iv) to the extent not included in (i)-(iii) hereof, is information deemed confidential, described in Section 5b below.

Further, without granting by implication any rights with respect to any particular item of Confidential Information, the following also shall be deemed conclusively to be Confidential Information: (i) any data, information, documents, flow charts, logic diagrams, relating to the Confidential Information; and (ii) any accounting, financial or statistical data or information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data or the like, not generally known to the public.

b. INFORMATION DEEMED CONFIDENTIAL. Without limiting the provisions of the preceding paragraphs and whether or not otherwise meeting the criteria described therein, any and all documents, data, financial statements, or other information containing the identity of and/or pertaining to MHP borrowers or customers ("MHP Customers") and any and all financial information pertaining to MHP Customers as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) shall be deemed conclusively to be Confidential Information.

c. SECURITY OF CONFIDENTIAL INFORMATION. Contractor will maintain all such Confidential Information under secure conditions, using reasonable security procedures, practices and measures appropriate to the nature of the Confidential Information, and in any event not less than the same security procedures used by Contractor for the protection of its own Confidential Information of a similar kind, to protect Confidential Information from unauthorized access, destruction, use, modification or disclosure.

d. NON-DISCLOSURE OBLIGATION. Except as otherwise may be permitted by this Contract, Contractor shall not disclose any Confidential Information to any third party without the express prior written consent of MHP provided, however, that Contractor may disclose appropriate portions of Confidential Information to those of its personnel who have a substantial need to know the specific information in question in connection with Contractor exercise of rights or performance of obligations under this Contract so long as all such personnel have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Contract.

e. COMPELLED DISCLOSURE. If Contractor is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then Contractor will not be liable for disclosure of Confidential Information required by such order if Contractor complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then Contractor shall move for or otherwise request a stay of such order to permit MHP to respond as set forth in this paragraph; (ii) Contractor immediately notifies MHP of the motion or order by the most expeditious possible means; and (iii) Contractor shall join or agree to (and in any case shall not oppose) a motion or similar request by MHP for an order protecting the confidentiality of

the Confidential Information, including joining or agreeing to (and in any case not opposing) a motion for leave to intervene by MHP.

f. COPYING OF CONFIDENTIAL INFORMATION. Except as otherwise may be permitted by this Contract, Contractor shall not use, copy, duplicate, compile, disassemble, record, or otherwise reproduce any part of any Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of MHP. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Contract, will be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein.

g. REPORTS OF MISAPPROPRIATION/UNAUTHORIZED DISCLOSURE/SECURITY BREACH. Contractor shall immediately report to MHP any attempt by any person of which Contractor has knowledge or becomes aware to use, disclose or copy Confidential Information without authorization by MHP and the nature, circumstances and details of any such attempts and incidents, including at a minimum, the nature of the breach of security or unauthorized acquisition or use of Confidential Information; the number of individuals affected (if applicable); actions taken to address the security issues; measures taken to prevent similar security issues; and contact information for an individual at Contractor concerning the security issue.

6. **Ownership of Work Product.**

All Contractor's interim and final work product, including but not limited to all reports or other documents prepared pursuant to this Contract, shall be forwarded upon completion to MHP and shall become the exclusive property of MHP. MHP may duplicate, reproduce, publish, and distribute materials prepared pursuant to this Contract without providing additional compensation to Contractor.

7. **Assignment / Delegation.**

This Contract may not be assigned by Contractor without the prior written approval of MHP. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of MHP.

8. **State Contract Certifications.**

Contractor certifies, acknowledges and agrees that it shall observe and at all times material hereto be in compliance with the Contractor Certification annexed hereto and made a part hereof, and that Contractor's representations and covenant concerning observance and compliance with the contents of the Contractor Certification shall be re-acknowledged and confirmed without further action on the part of the Contractor in connection with each and every future contract for goods and/or services, consulting contract, services contract, and memorandum of understanding between Contractor and MHP.

9. **Indemnification.**

Contractor will indemnify and hold harmless MHP, including its officers, agents and employees, against any and all claims, liabilities, losses, damages, costs and expenses that MHP may sustain or incur in connection with this Contract or arising out of the Services, including, but not limited to, the negligent, reckless or intentional conduct of Contractor or Contractor's agents or employees.

10. **Miscellaneous.**

This Contract contains the entire agreement of the parties and may not be modified except by agreement in writing signed by the parties. If any portion of this Contract is found to be unenforceable, the remaining portions of this Contract will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Contract. Any notice required or permitted to be given under this Contract will be deemed to have been given if in writing and delivered by hand or sent certified mail, postage prepaid, to the party at the address set forth above. This Contract will be governed by the laws of the Commonwealth of Massachusetts.

Signatures next page

IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD

By: _____
Laura F. Shufelt
Assistant Director of Community Assistance

BLATMAN, BOBROWSKI & HAVERTY, LLC

By: _____
Paul J. Haverty
Partner Attorney
Hereunto duly authorized

Approved as to form: _____ _____
Legal Counsel Date

Approved as to funds: _____ _____
Chief Financial & Administrative Officer Date

Contractor's Tel. No._____

Contractor's Fax No._____

Contractor's Tax ID No._____

Contractor is a minority business enterprise/sole proprietor ___
Contractor is a women's business enterprise/sole proprietor ___
Contractor is a MA Supplier Diversity Office (SDO) certified minority business enterprise___
Contractor is a MA Supplier Diversity Office (SDO) certified women's business enterprise ___

## CONTRACTOR CERTIFICATION

In connection with the engagement of **Blatman, Bobrowski & Haverty, LLC** ("Contractor") a consultant for the Massachusetts Housing Partnership Fund Board, its successors and assigns, ("MHP") with regard to **Medfield 40B – The Aura at Medfield.** Contractor hereby certifies to MHP, under the pains and penalties of perjury, as follows:

The Contractor is qualified to perform the engagement and possesses, or shall obtain, all requisite licenses and permits to complete performance under the engagement; the Contractor is in compliance with all federal and state tax laws, including M.G.L. c. 62C, sec. 49A; pursuant to M.G.L. c. 151A, sec. 19A and M.G.L. 152, the Contractor will comply with all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies; if consistent with accepted business practice in the area of the Contractor's expertise, the Contractor will carry professional and personal liability insurance sufficient to cover its performance under this engagement; the Contractor will comply with all relevant prevailing wage rate and employment laws; the Contractor is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00, and the Contractor is either a "qualified employer" (the Contractor has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or an "exempt employer"; pursuant to M.G.L. c. 156B, sec. 109 (business corporations), c. 180, sec. 26A (non-profit corporations), and c. 12, sec. 8F (public charities), if applicable, the Contractor has filed all required certificates and reports with the Secretary of State and the Attorney General's Office; the Contractor is not currently debarred or suspended by the federal government or the State under any law or regulation, including Executive Order 147, M.G.L. c. 29, sec. 29F and M.G.L. c. 152, sec. 25C; the Contractor will comply with Executive Orders 130 (anti-boycott covenant), 346 (privatization and hiring state employees), M.G.L. c. 268A (the Conflict of Interest Law), M.G.L. c. 7, sec. 22C (companies with offices in Northern Ireland). Pursuant to Executive Order 481, that the Contractor shall not knowingly use undocumented workers in connection with the performance of this engagement; that pursuant to federal requirements, Contractor shall verify the immigration status of all workers assigned to such engagement without engaging in unlawful discrimination and that the Contractor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the engagement may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

For all contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under the engagement, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies;

(2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;

(3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;

(4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;

(5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;

(6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of the engagement, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

BLATMAN, BOBROWSKI & HAVERTY, LLC

By: _____

Name: _____

Its: _____

Date: _____
Hereunto duly authorized

*This certification may be signed and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.*

**Schedule A**
**Services**

Contractor agrees to provide and oversee the following services:

1. Educate the Town of Medfield ("Town") boards about the comprehensive permit process as needed.

2. In conjunction with the Town, review the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise

3. Assist the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies.

4. Facilitate productive discussion between the Town and the developer about the proposed development. Assist the Town with negotiations as appropriate.

5. Advise Zoning Board of Appeals as needed, with specific attention to drafting the decision.

6. Submit a written evaluation of your experience working with the ZBA and Town Boards. The evaluation is either attached to this contract or will be forwarded to you via email.

**Schedule B**
**Compensation**

Contractor shall bill MHP for Services at a rate of **$200 per hour and 50% of the specified billing rate (and no mileage) for travel.** Maximum contract amount is $5,000).

Contractor estimates s/he will spend **25** hours working on the project. Contractor will bill for hours worked after each phase of the project is complete. Contractor will bill only for actual hours worked. Contractor will not bill in excess of the billing limit of $5,000 without prior agreement.

If it appears that the actual number of hours necessary to complete the Services is in excess of the contract amount, Contractor will notify MHP and the Town/ZBA in a timely manner. It is MHP's expectation that any costs above the contract amount will be negotiated with, and paid for by, the town. In extraordinary cases MHP may consider increasing the contract amount and will consult with the Town/ZBA and Contractor in determining its decision.

*The Commonwealth of Massachusetts is committed to providing citizens with open and transparent government. The legislature passed and the governor signed into law new transparency and accountability reforms as part of the FY 2011 Budget. Open Checkbook provides the public with easily accessible and understandable information to State Government spending. From the Open Checkbook website individuals can search details of state spending, see payroll and pension information and identify vendor payments. As a consultant to MHP, your company name and the amount you have been paid will be posted on Open Checkbook.

## Medfield Complete Count Committee

Appointed by the Board of Selectmen on December 16, 2019:

- Sarah Raposa, Town Planner
- Pamela Gardner, Library Director
- Chelsea Goldstein-Walsh, Medfield Youth Outreach
- Others Community Members

**Mission of the Medfield Complete Count Committee:**

- Increase the self-response rate for households responding online, by phone, or mailing back their questionnaire
- Utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community.
- Bring together a cross section of community members whose focus is 2020 Census awareness.

**Possible Awareness Campaign and Activities:**

- Census info on Town website (Dec 2019)
- Census info in Tax Bills (Dec 2019)
- Census info on social media
- Identify barriers to participation
- Outreach to local apartment buildings, property managers, renters on why everyone should participate, alleviate fears about privacy and confidentiality of census data
- Outreach to local churches, business community, and civic organizations on the importance of the 2020 Census

| WHAT WE WILL SEND IN THE MAIL | |
|---|---|
| **On or between** | **You'll receive:** |
| March 12–20 | An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.) |
| March 16–24 | A reminder letter. |
| | **If you haven't responded yet:** |
| March 26–April 3 | A reminder postcard. |
| April 8–16 | A reminder letter and paper questionnaire. |
| April 20–27 | A final reminder postcard before we follow up in person. |

United States* Census 2020

# Department of Homeland Security, Federal Emergency Management Agency
# Federal Fiscal Year 2019 Terms and Conditions

**Article I - DHS Specific Acknowledgements and Assurances**

All recipients, Subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions, Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication0dhs-civil-rights-evaluation-tool.

**Article II – Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article III – Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article IV – Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at* Title 42 U.S.Code section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article V - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. section 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (P11) as any information that permits the identify of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find that DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

**Article VII - Civil Rights Act of 1964 - Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article VIII - Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, as amended through Pub. L. 1134, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

**Article IX - Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

**Article X - Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XI - Drug-Free Workplace Regulations**
Recipients must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (412 U.S.C. sections 8101-8106)

**Article XII – Duplication of Benefits**
Any costs allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude a recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the federal assistance award terms and conditions.

**Article XIII - Education Amendments of 1972 (Equal Opportunity in Education Act)–Title IX**
Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq*.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

**Article XIV - Energy Policy and Conservation Act**
Recipients must comply with the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et. seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

**Article XV - False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. section 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made).

**Article XVI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments (see OMB Circular A-129).

**Article XVII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article XVIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974,* 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amended to Comptroller General Decision B-138942.

**Article XIX – Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

**Article XX – Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (*42 U.S.C. section 2000d et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

**Article XXI – Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXII – National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970)* (codified as amended at 42 U.S.C. section 4321 et.seq.)and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXIV – Non-supplanting Requirements**

Recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Article XXV – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XXVI – Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are located at 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section 401.14.

**Article XXVII – Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXVIII – Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article XXIX – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient must comply with the requirements set forth in the government-wide Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article XXX – Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award terms on Reporting Subawards and Executive Compensations located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article XXXI – SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XXXII – Terrorist Financing**

Recipients must comply with E.O.13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsibility to ensure compliance with the E.O. and laws.

**Article XXXIII – Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, codified as amended at 22 U.S.C. section 7104. The award term is location 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

**Article XXXIV – Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article XXXV – USA Patriot Act of 2001**

Recipients must comply with the requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

**Article XXXVI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XXXVII – Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article XXXVIII – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

**Article XXXIX – Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(s) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA when the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XL – Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article XLI – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS federal financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO is you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 CFR Part 3002.

## Massachusetts Emergency Management Agency, Project Management Office
## Special Terms, Conditions, and Reporting Requirements
## EMPG, CCP, and HMEP Sub-Recipients

**Parties**

The "Contractor" or "Sub-recipient" is an eligible public or private not-for-profit entity that has submitted an application for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

**Agreement**

The Sub-recipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Sub-recipient for all allowable costs incurred and to provide technical assistance and support required to carry out the purposes of the grant.

**Terms and Conditions**

1. Any substantive adjustment to a sub-recipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. Work or expenditures made outside an approved scope of work or budget may not be reimbursed.

2. Sub-recipients agree to be compliant with the National Incident Management System (NIMS).

3. **Press.** Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.

4. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.

5. **Application of Special Conditions to Sub-Recipient**: If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable DHS/FEMA, U.S. DOT, and MEMA special conditions.

6. **Reporting.** Sub-recipients agree to submit timely and accurate Close-Out and Match Reports as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.

7. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the market place. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.

8. **Copyright/Licenses**. The sub-recipient acknowledges that MEMA, DHS, and DOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal or state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) and rights of copyright to which a sub-recipient or sub-grantee purchases ownership with Federal support.

9. **Disposal and sale of equipment purchased via federal grant funds**. Any proposed sale and/or disposal must adhere to current MEMA policy.

10. **User Fees**. Any proposed 'user fees' related to equipment, items, services, etc. acquired via DHS funding must be pre-approved by MEMA.

11. **Environmental Planning and Historic Preservation (EHP).** EMPG and CCP sub-recipients shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, which is done through MEMA.

12. **Equipment acquired with grant funds.** MEMA requires that equipment acquired with federal grant funds be tracked and tagged per current MEMA policy.

13. **Reporting of violations (fraud, waste, and abuse).** It is the responsibility of all grant sub-recipients and their respective agency personnel, grantees, and contractors under grants, to report to MEMA any alleged violations, serious irregularities, sensitive issues, or overt or covert acts that would use public funds or perform program or administrative requirements in a manner not consistent with grantor agency statutes, related laws and regulations, appropriate guidelines, or purposes or objectives of the grant.

14. **Internet Access.** Sub-recipients must have Internet access.

15. **Email addresses**. Sub-recipient project point of contact of grant programs must have individual email addresses.

16. **Sub-recipient Non-compliance**. Contractor, as sub-recipient, is subject to the federal and state regulations and related requirements set forth herein. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor as sub-recipient, or any of its contractors, regardless of previous approval by either FEMA or MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).

17. **Monitoring.** Sub-recipients agree to cooperate with MEMA monitoring and site visits.

18. **Records Retention**. The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.

19. **Certifications (200.415)**. To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

    Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

20. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

**Signature below certifies subrecipient has received, read and will comply with the above Terms and Conditions:**

| | |
|---|---|
| **Town/City/Tribe Name:** | |
| **Print Name and Title:** | |
| **Authorized Signature:** | |

Issued May 2004

# COMMONWEALTH OF MASSACHUSETTS
## CONTRACTOR AUTHORIZED SIGNATORY LISTING

**CONTRACTOR LEGAL NAME :**
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE**: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

| AUTHORIZED SIGNATORY NAME | TITLE |
|---|---|
| | |
| | |
| | |
| | |
| | |

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date:
Signature

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

## Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FFY 2019 EMPG must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326[1]. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If an applicant does not have documented procurement procedures, MEMA will not provide a contract. If an applicant's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

**These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).**

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1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices *(applicant should state Yes or No)*

2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 *(applicant should state Yes or No)*

Name of person completing this form _____

Title _____

Signature _____

Email _____

Telephone _____

Applicant Organization Name _____

[1] These regulations may be found in their entirety on the U.S. GPO's website here: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html

inclusion of units on the SHI. Please note that for SHI purposes, building permits are permits to construct units and foundation permits are *not* regarded as building permits.

4) Any developments for which the period of affordability **has expired or is listed as expiring in or before 2019** (see "Affordability Expires" column in the enclosed report) have been removed or are **subject to removal** from the SHI unless or until adequate documentation is submitted confirming that the period of affordability has not expired or has been extended. Generally, HOR units with expired affordability end dates have already been removed from the SHI as part of this biennial update.

5) DHCD counts group home units on the SHI based on aggregated unit information provided directly by the Department of Mental Health ("DMH") and the Department of Developmental Services ("DDS").

6) If you have no changes to the draft inventory, please confirm that your inventory is correct by writing "no changes" and returning the inventory page(s).

This correspondence is being mailed to the Mayor, Town Manager/Administrator, Zoning Board of Appeals, and Planning Director/Department in each community as applicable. We ask that the appropriate officials in each municipality review this information and provide a coordinated response either confirming the information contained in the report, submitting corrections, and/or requesting that DHCD newly add or restore units to the SHI. **Complete information and required documentation must be submitted to ensure units will be newly added or restored to the SHI.**

**We further request that you complete this review and return the enclosed draft inventory record with any applicable corrections, additions, and documentation by January 17, 2020. Please submit this information by emailing it via attachment to dhcdshiupdate@mass.gov .**

Please additionally note that Planned Production and DHCD's Local Initiative Program ("LIP") are powerful tools to assist communities in meeting their affordable housing goals in a manner consistent with local planning and development goals. The Housing Production Plan Guidelines, available at http://www.mass.gov/hed/community/40b-plan/housing-production-plan.html, clarify the requirements of the housing production plans and the steps to implement the plans under the regulations (760 CMR 56.03(4)), including the requirement that certification of the plans be requested of DHCD during the calendar year in which the units were initially SHI eligible. LIP provides communities a method for counting units on the SHI that are not otherwise subsidized in accordance with the regulations. Please see section VI of the aforementioned guidelines for further information on LIP requirements. LIP applications for comprehensive permit projects and for Local Action Units ("LAUs") can be found at DHCD's website at http://www.mass.gov/dhcd (search under "Local Initiative Program").

Thank you for your anticipated cooperation. If you have any questions, please contact Margaux LeClair at (617) 573-1526.

# DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

## Medfield

| DHCD ID # | Project Name | Address | Type | Total SHI Units | Affordability Expires | Built w/ Comp. Permit? | Subsidizing Agency |
|---|---|---|---|---|---|---|---|
| 1890 | Tilden Village | 30 Pound Street | Rental | 60 | Perp | Yes | *DHCD* |
| 1891 | Allendale | Dale Street | Ownership | 17 | Perp | YES | *DHCD* |
| | | | | | | | *DHCD* |
| 1892 | The Village at Medfield | Turtle Brook Way | Ownership | 6 | Perp | YES | *DHCD* |
| | | | | | | | *DHCD* |
| 1893 | Wilkins Glen | Wilkins Glen Road | Rental | 103 | 2042 | YES | *DHCD* |
| | | | | | | | *MassHousing* |
| 4360 | DDS Group Homes | Confidential | Rental | 5 | N/A | No | *DDS* |
| 9953 | The Parc at Medfield | One Gateway Drive | Rental | 92 | Perp | YES | *DHCD* |
| 10062 | Country Estates | 21, 25, & 29 Hospital Rd | Ownership | 8 | Perp | YES | *MassHousing* |
| 10063 | Cushman House aka Cushing House | 67 North Street | Rental | 8 | Perp | YES | *DHCD* |
| 10221 | 71 North Street | 71 North Street | Rental | 8 | Perp | YES | *DHCD* |
| 10222 | Hillside Village | 80 North Meaows Road | Rental | 16 | Perp | YES | *DHCD* |
| 10290 | Medfield Meadows | 41 Dale St | Mix | 27 | Perp | | *DHCD* |



This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

# FRAMINGHAM
MASSACHUSETTS

Dr. Yvonne M. Spicer
Mayor

Thatcher W. Kezer III
Chief Operating Officer

OFFICE OF THE MAYOR
Memorial Building, Room 121
150 Concord Street
Framingham, MA 01702

Phone (508) 532-5401
Fax (508) 532-5409

mayor@framinghamma.gov
www.framinghamma.gov

November 20, 2019

Kristine Trierweiler
Town Administrator
459 Main Street
Medfield MA 02052

Dear Kristine,

I wanted to thank you for participating in the Metropolitan Planning Organization election this fall. Framingham is honored to continue as the MetroWest Region representative. Please know that I am excited for the work ahead, and that I will continue to reach out to ensure that we are well represented on the MPO.

I welcome the opportunity to promote more active discussions between our communities, to understand your priorities and how we can work together to advance projects and innovation that serves all our community's economic and transportation network needs.

It's a changing world, and we have to change with it. The improvement in performance and a flexible, integrated infrastructure is necessary to adapt to the 21st century's emerging technologies. We are at a critical point in the Metrowest region which needs to focus on building a robust infrastructure. That's a challenge I am ready take on!

Thank you for the opportunity, and best wishes for a wonderful holiday season!

Sincerely,

Yvonne M. Spicer

Dr. Yvonne M. Spicer, Mayor
City of Framingham

RECEIVED
DEC 02 20..
MEDFIELD SELECTMEN

Distributed: December 6, 2019
☑ Board of Selectmen/Town Administration
☐ Warrant Committee
☐ Town Counsel
☐ Building Comissioner

# TOWN OF M

*Office*

# PLANNING BOARD

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

508-906-3027
(508) 359- 6182 Fax

## LEGAL NOTICE

Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Monday, January 6, 2020, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

**Item 1:** To see if the Town of Medfield will vote to rezone parcel ID 43-030, 37 Janes Avenue from Business-Industrial (BI) to Business (B) as shown on the map titled "Proposed Rezone of 37 Janes Avenue" dated 6/3/19 which is on file with the Town Clerk and Planning Department; and to amend the Zoning Map accordingly. This amendment rezones one residential use parcel located in the BI zoning district to the B zoning district. The property is contiguous with B zoning. B zoning provides for the ability to apply for a special permit from the ZBA for an accessory apartment. BI does not.

**Item 2:** To see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding the new section "Adult-only retail tobacco store" And further, to see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Article 2.1, by adding the definition for "Adult-only retail tobacco store" in appropriate alphabetical order. This new language would prohibit establishments from solely selling vape and tobacco products and paraphernalia in Medfield.

**Item 3:** To see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding a new section for "Food Trucks / Mobile Food Vendors" which would allow the non-permanent placement of food trucks / mobile food vendors on private property in certain zoning districts via a Determination of Change of Use per Section 300-14.12 A (Site Plan Approval) by the Planning Board. Determinations will be made based on review the impacts of such use, hours of operation, proposed location(s), noise, odors, traffic, circulation, parking, trash/waste, seating, access to facilities, signage, permission from property owner, etc. Special town-wide events, mobile food sales in the Right-of-Way, or catering of private parties in residential zoning districts are not affected by this bylaw. Mobile food vendors may also require approvals by the Board of Selectmen and/or Board of Health.

**Item 4:** To see if the Town will vote to amend the Town Code of Medfield, MA, Chapter 300, Zoning, Article 6 Area, Height and Bulk Regulations, Paragraph 6.2 Area Regulations by adding a new subsection 4 which would add a section which would allow the Board of Appeals to review and approve, on a case-by-case basis, the encroachment of decks, porches, etc., into the required setback. The current process requires a variance which has strict statutory requirements which cannot typically be lawfully applied since most deck or porch extensions are for more functional and subjective proposes.

**Item 5:** To see if the Town will vote to amend the Town Code of Medfield, MA, Chapter 300, Zoning, Article 6 Area, Height and Bulk Regulations, Paragraph 6.2 Area Regulations K to align with the provisions of the MA State Building Code which do not require a building permit for accessory structures (i.e. sheds) under 200 sf and delete the confusing specific size requirement. This amendment would require a building permit and code review for accessory structures but leave the setback requirements as-is.

**Item 6:** To see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding a new section for "Rooftop PV on permitted primary and accessory structures" and a new Article 21 for rooftop solar panels and PV parking canopies.

All interested persons should attend the public hearing. A copy of the proposals is on file with the Town Clerk and Planning Department, and may be inspected during regular business hours.

SARAH LEMKE, CHAIR
MEDFIELD PLANNING BOARD

THE PRESS

Please print twice:
December 13, 2019 and December 20, 2019

Send proof and invoice to:
Planning Board
Sarah Raposa, Town Planner
459 Main Street / PB
Medfield, MA 02052
**Please invoice: Planning Board**

MARTHA COAKLEY
ATTORNEY GENERAL

# THE COMMONWEALTH OF MASSACHUSETTS
# OFFICE OF THE ATTORNEY GENERAL
CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

**Notice of Planning Board Hearing**

**Relative to Proposed Zoning By-Law Amendments**
**Pursuant to M.G.L. c. 40A, § 5**

The Planning Board of the Town of MEDFIELD will hold a public hearing to discuss proposed amendments to the town's zoning by-laws. The public hearing will be held as follows:

**Place:** Town Hall, 2nd Floor, Chenery Room

**Date:** Monday, January 6, 2020

**Time:** 8:05 pm

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TOWN OF MEDFIELD, MASS
2019 DEC -6 A 10:30
OFFICE OF THE
TOWN CLERK

The subject matter of the proposed amendments is/are as indicated below (*attach additional sheets if necessary*). The complete text and maps relative to the proposed amendments are available for inspection during regular business hours at the following place(s):[1]

**Place:** Planning Department, Town Hall, 459 Main St., Medfield, MA

**Place:** Town Clerk, Town Hall, 459 Main St., Medfield, MA

**Place:** Medfield Public Library, 468 Main St., Medfield, MA

**Place:** www.medfield.net > Planning Board > Proposed Zoning Bylaw Amendments (Contact Sarah Raposa, Town Planner, with any questions or comments: sraposa@medfield.net or (508) 906-3027)

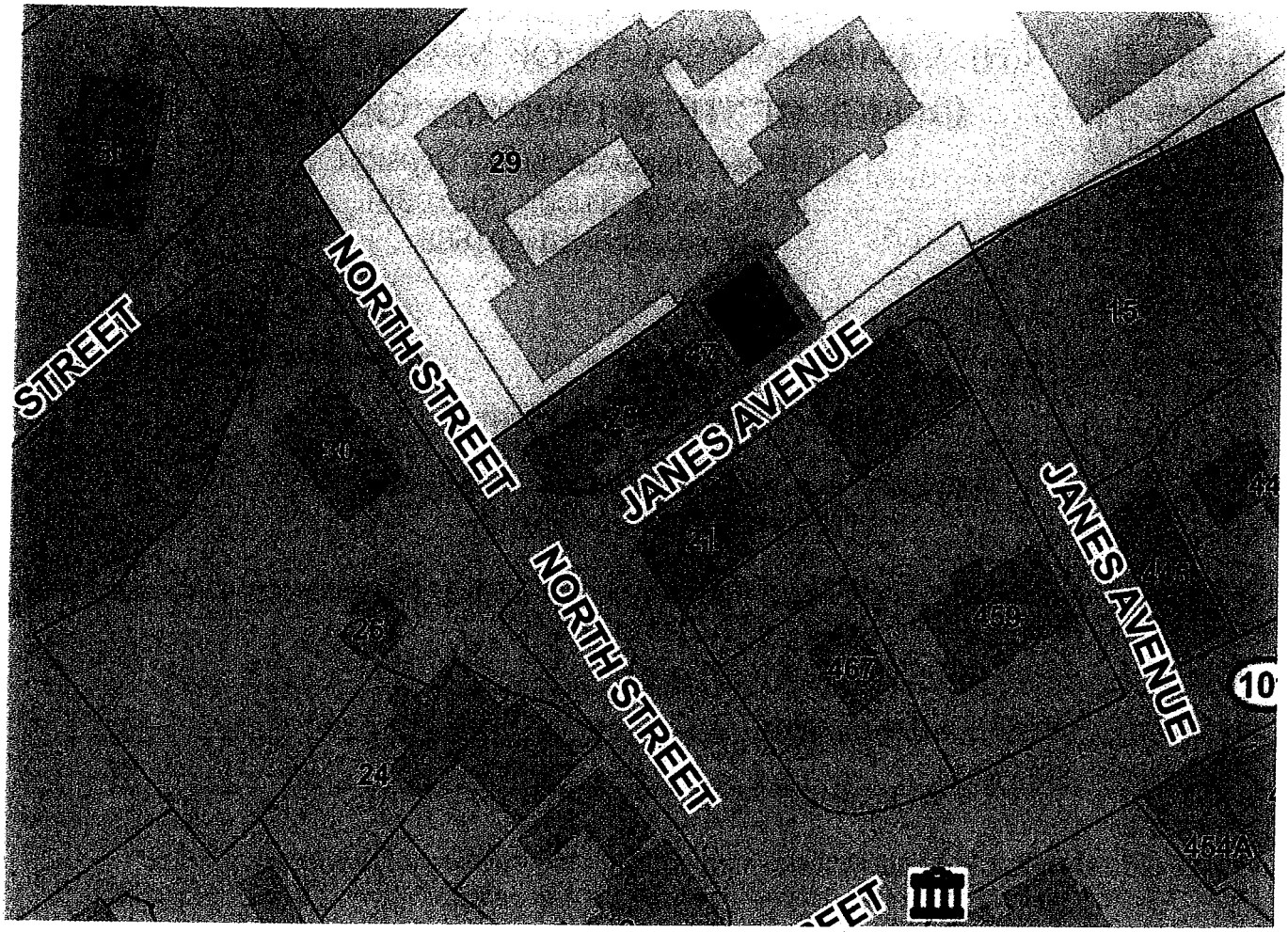
| **Article Number ###** | **Subject Matter of Proposed Amendments Sufficient for Identification** |
|---|---|

Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Monday, January 6, 2020, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

1. JANES AVE REZONE

**Article ##.** To see if the Town of Medfield will vote to rezone parcel ID 43-030, 37 Janes Avenue from Business-Industrial (BI) to Business (B) as shown on the map titled "Proposed Rezone of 37 Janes Avenue" dated 6/3/19 which is on file with the Town Clerk and Planning Department; and to amend the Zoning Map accordingly.

[1] **Note:** The above information is *strictly required* by M.G.L. c. 40A, § 5.




*Summary: This amendment rezones one residential use parcel located in the BI zoning district to the B zoning district. The property is contiguous with B zoning. B zoning provides for the ability to apply for a special permit from the ZBA for an accessory apartment. BI does not.*

2. **VAPE STORE PROHIBITION**

**Article ##.** To see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding the new section as follows:

| | Use | A | RE | RT | RS | RU | B | BI | IE |
|---|---|---|---|---|---|---|---|---|---|
| 4. | **Commercial/Business (See Article 14)** | | | | | | | | |
| ***PROPOSED*** **4.10c.** | **Adult-only retail tobacco store** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** | **NO** |

And further, to see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Article 2.1, by adding the definition in appropriate alphabetical order:

Adult-only retail tobacco store: An establishment that is not required to possess a retail food permit whose primary purpose is to sell or offer for sale but not for resale, tobacco products and tobacco paraphernalia, in which the sale of other products or offer of services is merely incidental, and in which the entry of persons under the minimum legal sales age is prohibited at all times, and which maintains a valid permit for the retail sale of tobacco products as required by the Medfield Board of Health.

*Summary: This section of the Table of Use Regulations would prohibit establishments from solely selling vape and tobacco products and paraphernalia in Medfield.*

3. **FOOD TRUCKS**

**Article ##.** To see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding the new section as follows:

| | Use | A | RE | RT | RS | RU | B | BI | IE |
|---|---|---|---|---|---|---|---|---|---|
| **4.** | **Commercial/Business (See Article 14)** | | | | | | | | |
| ***PROPOSED*** **4.2a.** | **Food Trucks / Mobile Food Vendors** | **NO** | **NO** | **NO** | **NO** | **NO** | **PB** | **PB** | **PB** |

*Summary: This section of the Table of Use Regulations would allow the non-permanent placement of food trucks / mobile food vendors on private property in certain zoning districts via a Determination of Change of Use per Section 300-14.12 A (Site Plan Approval) by the Planning Board. Determinations will be made based on review the impacts of such use, hours of operation, proposed location(s), noise, odors, traffic, circulation, parking, trash/waste, seating, access to facilities, signage, permission from property owner, etc. Special town-wide events, mobile food sales in the Right-of-Way, or catering of private parties in residential zoning districts are not affected by this bylaw. Mobile food vendors may also require approvals by the Board of Selectmen and/or Board of Health.*

4. **SPECIAL PERMIT PROCESS FOR DECKS AND PORCHES INTO SETBACK**

**Article ##** To see if the Town will vote to amend the Town Code of Medfield, MA, Chapter 300, Zoning, Article 6 Area, Height and Bulk Regulations, Paragraph 6.2 Area Regulations by adding new subsection 4 as follows:

G. Only the following projections into required yards or other required open spaces are permitted:

(1) A balcony or bay window limited in total length to 1/2 the length of the building shall project not more than two feet.

(2) Open terrace, steps or stoop under four feet in height shall project not more than 1/2 of the required yard setback.

(3) Steps or stoop over four feet in height, window sill, belt course, chimney, roof eave, fire escape, fire tower, storm enclosure or similar architectural features shall not project more than two feet into the required yard setback area.

**(4) Uncovered decks, porches, or similar features are subject to the requirements of the Table of Area Regulations adopted in accordance with § 300-6.2 of the Medfield Zoning Bylaw, except that the Board of Appeals may, in Districts RE, RT, RS and RU, by special permit as specified in § 300-14.10E, allow a lesser setback not to exceed 10% of the required setback for the zoning district. Any covered portion of the structure must be within the required setback and also comply with other dimensional requirements including lot coverage.**

*Summary: The purpose of this proposed bylaw amendment is to add a section which would allow the Board of Appeals to review and approve, on a case-by-case basis, the encroachment of decks, porches, etc., into the required setback. The current process requires a variance which has strict statutory requirements which cannot typically be lawfully applied since most deck or porch extensions are for more functional and subjective proposes.*

**Example:**

| Zoning District | Front Setback | Side Setback | Rear Setback |
|---|---|---|---|
| **RE** | | | |
| existing | 40' | 25' | 50' |
| *proposed* | *36'* | *22.5'* | *45'* |
| **RT** | | | |
| existing | 40' | 15' | 50' |
| *proposed* | *36'* | *13.5* | *45'* |
| **RS** | | | |
| existing | 30' | 12' | 40' |
| *proposed* | 27' | 10'9.6" | 36' |
| **RU** | | | |
| existing | 20' | 12' | 30' |
| *proposed* | 18' | 10.8' | 27' |

**5. ACCESSORY STRUCTURES**

**Article ##** To see if the Town will vote to amend the Town Code of Medfield, MA, Chapter 300, Zoning, Article 6 Area, Height and Bulk Regulations, Paragraph 6.2 Area Regulations K as follows:

In any R District, permitted accessory buildings shall conform to the following provisions: They shall be not less than 60 feet from any street lot line, except for a garage on a corner lot, which shall be set back at least the same distance as the front yard setback for the adjacent lot; and they shall be set back from side and rear lot lines at least the distance specified in the Table of Area Regulations, provided that one accessory structure that will not exceed ~~15 feet by 10 feet~~ **200 square feet**, and not exceeding 12 feet in height, shall be allowed to be located in the rear yard with a setback to the rear lot line of no less than 20 feet and side lot line of no less than 12 feet.

*Summary: The purpose of this proposed bylaw amendment is to align with the provisions of the MA State Building Code which do not require a building permit for accessory structures (ie sheds) under 200 sf and delete the confusing specific size requirement. This amendment would require a building permit and code review for accessory structures but leave the setback requirements as-is.*

**6. SITE PLAN APPROVAL PROCESS FOR ROOFTOP SOLAR PANELS AND PV PARKING CANOPIES**

**Article ##.** To see if the Town of Medfield will vote to amend the Medfield Town Code Chapter 300 Zoning Attachment 1 Table of Use Regulations, by adding the new section as follows:

| | Use | A | RE | RT | RS | RU | B | BI | IE |
|---|---|---|---|---|---|---|---|---|---|
| 4. | Commercial/Business (See Article 14) | | | | | | | | |
| ***PROPOSED*** **4.33.** | **Rooftop PV on permitted primary and accessory structures (see Article 21)** | | | | | | | | |

New Article 21:
20. Solar Energy Systems:

NEW DEFINITIONS

Solar Energy System: A device or structural design feature, a substantial purpose of which is to provide daylight for interior lighting or provide for the collection, storage, and distribution of solar energy for space heating or cooling, electricity generation, or water heating. Solar Energy Systems include the following system types:

a) Solar Energy System, Active: A solar energy system whose primary purpose is to harvest solar energy into another form of energy or to transfer heat from a collector to another medium using mechanical, electrical, or chemical means. Active Solar Energy Systems include, but are not limited to, the following installation types:

i) Solar Energy System, Building-mounted: An Active Solar Energy System that is structurally mounted to a building or structure.

1) Solar Energy System, Roof-mounted: A special application of a Building-mounted Solar Energy System that is structurally mounted to the roof of a building or structure.

ii) Solar Energy System, Ground-mounted: An Active Solar Energy System that is structurally mounted to the ground.

1) Solar Energy System, Small-Scale Ground-mounted: A Ground-mounted Solar Energy System that occupies 1,750 square feet of surface area or less.

2) Solar Energy System, Medium-Scale Ground-mounted: A Ground-mounted Solar Energy System that occupies more than 1,750 square feet, but less than 40,000 square feet of surface area.

3) Solar Parking Canopy: A special application of a Ground-mounted Solar Energy System that is installed on top of a parking surface or paved surface that maintains the function of the area beneath the canopy.

iii) Solar Energy System, Building-integrated Photovoltaic (BIPV): An Active Solar Energy System that consists of integrating solar photovoltaic (PV) modules into the surface of a building or structure, where the solar panels themselves function as, or are integrated into, a building material (i.e., roof shingles, siding, windows, skylights) or structural element (i.e., façade). The generation of solar energy is secondary to the function of the building material or structural element.

iv) Solar Energy System, Surface-integrated: An Active Solar Energy System that is not building-mounted and is integrated into a ground-level surface, such as a driveway, walkway, patio surface, path, or parking area, where the solar panels themselves function as, or are integrated into, the surface material. The generation of solar energy is secondary to the function of the surface element.

b) Solar Energy System, Passive: A Solar Energy System that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.

a. Roof-mounted Solar Energy Systems shall be permitted in all use districts.

b. The installation of Roof-mounted Solar Energy Systems that:

1) comply with the regulations provided in this section; and

2) are located on properties with nonconforming uses or structures; and

3) do not increase the nonconformity of such nonconforming uses or structures except with respect to the dimensions of the Roof-mounted Solar Energy System in question shall not be considered a change, extension or alteration that requires a finding by the Zoning Board of Appeals per M.G.L. c.40A s.6.

c. In residential districts: Small-scale Ground-mounted Solar Energy Systems and Solar Parking Canopies shall be permitted by right in accordance with the provisions of the table of Area regulations (Table 2). Medium-scale Ground-mounted Solar Energy Systems shall be permitted subject to site plan review by the Planning Board.

d. In nonresidential districts: Small-scale Ground-mounted Solar Energy Systems shall comply with the *area regulations in Table 2*. Solar Parking Canopies are permitted subject to site plan review by the Planning Board. The same regulations shall apply in residential districts for exempted uses as defined by M.G.L. c.40A s.3, or

other state and federal statutes.

e. Where Solar Energy Systems would be installed in a Historic District, the system shall require approval by the Historic District Commission.

f. Maximum Percentage (%) Lot Coverage

1) Active Solar Energy Systems are not buildings as defined in the Medfield Zoning By-Laws and should not be treated as such. However, for the purpose of regulating lot coverage, the area of Active Solar Energy Systems shall count toward the Maximum Percentage (%) Lot Coverage as defined in *the Table 3 provided in the Medfield Zoning By-Laws.*

2) An Active Solar Energy System's contribution toward Maximum Percentage (%) Building Coverage shall be calculated as the total area of the system's panels. For example, if a system includes ten (10) panels that are each three (3) feet by five (5) feet, the system's contribution to Maximum Percentage (%) Lot Coverage would equal 150 square feet.

3) Such part of a Building-mounted Solar Energy System or Solar Parking Canopy that extends beyond the impervious area over which it is placed shall count toward Maximum Percentage (%) Lot Coverage.

4) For Ground–mounted Solar Energy Systems, the total surface area of the Solar Energy System shall count toward Maximum Percentage (%) Lot Coverage.

5) To avoid double counting, the surface area of any Active Solar Energy System that is above an existing impervious surface shall not be included in the calculation of Maximum Percentage (%) Building Coverage (i.e. the addition of a Roof-mounted Solar Energy System shall not increase the calculated Maximum Percentage Building Coverage on a lot because it will be located within a surface area - the building's footprint - that is already counted).

g. Height

1) Building-mounted Solar Energy Systems:

| System Type | Roof Pitch | Siting | Maximum Height |
|---|---|---|---|
| Roof-mounted Solar Energy System | Pitch is greater than or equal to 3.2:12 (a fifteen (15) degree angle) | All districts | Roof-mounted Solar Energy Systems may extend up to one (1) foot above the roof surface on which the system is installed beyond applicable building height limits. Systems shall be surface-mounted and installed parallel to the roof surface. |
| Roof-mounted Solar Energy System | Pitch is less than 3.2:12 (a fifteen (15) degree angle) | All districts | Roof-mounted Solar Energy Systems may extend up to three (3) feet above the roof surface on which the system is installed beyond applicable building height limits. If the surface on which the system is to be mounted is below maximum building height, the Roof-mounted Solar Energy System may extend up to six (6) feet above the roof surface on which the system is installed, provided it does not exceed building height limits by more than three (3) feet; and provided further that any Roof-mounted Solar Energy System that extends more than three (3) feet above the roof surface on which the system is installed must be installed at least three (3) feet from the roof's edge. |
| Other Building-mounted Solar Energy System (e.g., awnings) | Not Applicable | All Districts | No greater than the highest point of the roof |

2) Ground-mounted Solar Energy Systems:

| System Type | Siting | Maximum Height |
|---|---|---|
| Solar Parking Canopy | Residential | The maximum height allowed on the lot or the height of the principal structure, whatever is less. |
| Solar Parking Canopy | Non-residential | Subject to site plan review by the Planning Board |

h) Setbacks

1) Ground-mounted Solar Energy Systems that move along an axis, unfold, or open shall be located so that the entirety of the equipment's reach at all angles falls within the setback requirements.
2) Solar Parking Canopies in residential districts shall meet setback requirements for Accessory Structures.
3) Solar Parking Canopies and Surface-integrated Solar Energy Systems in non-residential zones shall be allowed where parking is permitted in accordance with requirements defined in Section 8.3, Parking and Loading Space Standards.
4) Any reach of a Building-Mounted Solar Energy System shall comply with the setback requirements for that building.

i) BIPV Solar Energy Systems and Surface-integrated Solar Energy Systems shall be subject to any requirements in the Medfield Zoning By-Laws that relate to the material or structural element into which the system is integrated or functions as. For example, solar roofing would be subject to regulations for roofing; solar pavement would be subject to regulations for pavement.
j) The impervious portion of Ground-mounted Solar Energy Systems and Surface-integrated Solar Energy Systems shall be subject to any requirements in the Medfield Zoning By-Laws that relate to paving, including impervious lot coverage requirements within the Aquifer Protection District. The systems shall also comply with regulations identified in the Town of Medfield Stormwater Management By-Law, Article 235 of the Medfield Code.
k) Site Plan Review: Medium-scale Ground-mounted Solar Energy Systems in all districts and Solar Parking Canopies in non-residential districts are subject to site plan review by the Special Permit Granting Authority prior to construction, installation or modification as provided in this section and in accordance with Section VI-DD - Special Permit Procedures and Site Plan Review. The Planning Board will serve as the Special Permit Granting Authority for these systems.

1) Site Plan Document Requirements: The project proponent shall provide a Final Site Plan to the Special Permit Granting Authority in compliance with Section 300-14.12 and/or 300-14.15 In addition, applicants should submit the following:

i) Name, address, and contact information for proposed system installer.
ii) Name, address, contact information and signature of the project proponent, as well as all co-proponents or property owners, if any.
iii) The name, contact information and signature of any agents representing the project proponent.
iv) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures.
v) Blueprints or drawings of the solar energy system showing the proposed layout of the system, any potential shading from nearby structures, the distance between the proposed solar collector and all property lines and existing on-site buildings and structures, and the tallest finished height of the Solar Energy System.

vi) Documentation of the major system components to be used, including the panels, mounting system, and inverter.
vii) Operation and Maintenance Plan including measures for maintaining safe access to the installation, stormwater controls, as well as general procedures for operational maintenance of the installation.
viii) Locations of active farmland, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the Massachusetts Department of Environmental Protection (MassDEP) in relation to the site.
ix) Locations of local or National Historic Districts in relation to the site.

2) Site Plan Review Design Standards: The Special Permit Granting Authority shall consider the following criteria and standards, in addition to those listed in Section 300-12 and/or 300-14.15 when reviewing submittals made under this section:

(i) Utility Notification: No solar photovoltaic system shall be installed until evidence has been given to the Special Permit Granting Authority that the owner has submitted notification to the utility company of the customer's intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.
(ii) Utility Connections: Reasonable efforts, as determined by the Special Permit Granting Authority, shall be made to place all utility connections from the solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.
(iii) Safety: The owner or operator shall provide a copy of the Site Plan Review application to the Medfield Fire Department and shall cooperate with local emergency services in developing an emergency response plan. All means of shutting down the solar installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.
(iv) Height and Layout: The Special Permit Granting Authority shall also review the height and physical layout of the Solar Energy Systems, utility connections, and appurtenant infrastructure as it relates to the convenience and safety of emergency vehicles, private vehicles and pedestrian movement on the site.
(v) Visual Impact: Reasonable efforts, as determined by the Special Permit Granting Authority, shall be made to minimize visual impacts by preserving natural vegetation, screening abutting properties, or other appropriate measures.
(vi) Land Clearing, Soil Erosion and Habitat Impacts: Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of ground-mounted solar energy systems or as otherwise prescribed by applicable laws, regulations, and By-Laws.
(vii) Lighting: The Special Permit Granting Authority shall review the physical lighting of the site, including the methods of exterior lighting for convenience, safety and security within the site, and in consideration of impacts of neighboring properties and excessive light pollution. Where feasible, lighting of the Solar Energy System shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

**ALL INTERESTED PERSONS SHOULD ATTEND THE PUBLIC HEARING. A COPY OF THE ENTIRE PROPOSAL IS ON FILE WITH THE TOWN CLERK AND PLANNING DEPARTMENT, AND MAY BE INSPECTED DURING REGULAR BUSINESS HOURS.**

SARAH T. LEMKE, CHAIR
MEDFIELD PLANNING BOARD

THE PRESS:
December 13, 2019
December 20, 2019

# Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net


December 3, 2019

Editor, Legal Notices
Medfield Press

Please publish the following legal notices on Friday, December 13, 2019
If you have any questions, please call Leslee Willitts, Conservation Agent,
at (508) 906-3028.

LEGAL NOTICE

Pursuant to the Massachusetts Wetlands Protection Act, Mass. Gen. Laws ch. 131, sec. 40, and the Medfield Wetlands Bylaw, Chapter 290, the Medfield Conservation Commission will conduct a public meeting at Medfield Town Hall, Chenery Room, 2nd floor, 459 Main Street, on

***Thursday, December 19, 2019 at 7:00 P.M.**

to review a Request for Determination of Applicability from ***Claude Elias** for the replacement of a single wall pipe to a double wall piping and to install a new fire suppression concrete pad within the 100-foot buffer zone of a Bordering Vegetative Wetlands at ***212 Main Street, Map 51, Parcel 57,** on land owned by the ***him.**

**Mary McCarthy**
**Chairman**

**********

**Please set starred (*) insertions in boldface.**

cc: Town Clerk (Please post a notice of this hearing)

| | | | |
|---|---|---|---|
| ✓Board of Selectmen | Building Dept. | Water & Sewer Dept. | DPW |
| Board of Health | Planning Board | Zoning Board of Appeals | |

Applicant: Claude Elias, 212 Main Street, Medfield, MA 02052

Owners:

Representative: N/A

BE OUTDOORS
APPALACHIAN MTN CLUB

November 25, 2019

Mr. Joseph Scier
3 Bishop Lane
Medfield, Massachusetts 02052-1037

Dear Mr. Scier:

This is to advise you that AMC completed the removal of Bay Circuit Trail markers from the affected property and planted trees to replace any saplings that may have been removed during the course of trail work, all as set forth in our letter agreement with you and your neighbors.

Sincerely,

Kristen Sykes
Director for Conservation Strategies

cc: Kristine Trierweiler, Town Administrator

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MEDFIELD SELECTMEN

10 City Square • Boston, MA 02129 • P: 617.523.0655 • F: 617.523.0722 • outdoors.org

00931106.2

Norfolk, SS: Massachusetts Trial Court

Superior Court Dept.

Goldman et al.

v.

Willitts et al.

**Cross-Motion and Supporting Memorandum of Plaintiffs David and Brenda Goldman for Judgement on the Pleadings**

**Introduction**

**Plaintiff David Goldman and Plaintiff Brenda Goldman, pro se parties ("Plaintiffs") in this action respectfully ask the Court for an order of judgement be issued in favor of the Plaintiffs; and dismiss the Enforcement Orders and fees which were issued by the MCC; and find that the activities admitted to by the Plaintiffs is allowable under law and does not require a request for determination of applicability (RDA) which is optional according to the law**

**The details of the Plaintiffs' supporting arguments and in response to the Defendant accusations are below. In this it will be clear that the Plaintiffs conducted minor activities, such as installation of a fence with revegetation, maintenance to a shed and general maintenance of the Plaintiffs property, all of which are exempted activities under both Mass DEP and Medfield Bylaws. A preponderance of Mass DEP guidance and rules are available in support of the Plaintiffs claims and arguments as listed below. As such, the Plaintiffs request the Court to dismiss all Enforcement orders and dismiss all fees or fines related to the case.[1]**

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[1] **Reference links to Mass DEP web literature**

**"More Than Just Yard" : https://www.mass.gov/files/documents/2017/11/07/morethanjustyard.pdf**

**https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIX/Chapter131/Section40**

**https://www.mass.gov/regulations/310-CMR-1000-wetlands-protection-act-regulations**

VegetatedBufferManual : https://www.mass.gov/guides/protecting-wetlands-in-massachusetts

**https://www.mass.gov/doc/guidance-on-incorporating-environmental-managements-systems-into-enforcement-negotiations-and/download**

## Summary of Pleadings and Plaintiff Responses

The Plaintiffs seek court relief concerning the matter of Medfield Conservation Commission (MCC) and actions of Agent Willitts which were first delineated in an August 23, 2017 letter from the Agent Willitts (Exhibit 35). In this letter Agent Willitts made several allegations concerning wetland infractions that were observed from Noonhill St. and are listed each below with the Plaintiffs answer to each.

### Violations Cited by Agent Willitts in letter of Aug 23, 2017 (Exhibit # 7)

1. Filling a wetlands (bordering vegetated wetlands).
   **Plaintiffs deny this allegation**
2. Altering a wetland (bordering vegetated wetlands).
   **Plaintiffs deny this allegation**
3. Working within a designated no-disturb resource area.
   **Plaintiffs are not able to interpret what is meant by working since the word is so broad in context. But Plaintiffs admit to doing maintenance work all throughout their property, all of which is acceptable conduct under the applicable regulations. The only no-disturb or 50-foot rule (see §290) wetland resource on the property is the vernal pool area which is marked by cement bounds. This area is outside the area of violation and was not involved with the Enforcement Order(shown in Exhibits 8, 52 and 55 in redundancy).**
4. Installation of a stockade wooden fence within areas of jurisdiction without a permit.

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**https://www.mass.gov/files/documents/2016/08/oa/bufman.pdf?_ga=2.256990211.923223327.1575128174-1876396457.1520607779**

**WPAform1 (instructions for RDA)**

**https://www.mass.gov/files/documents/2016/08/or/wpaform1.pdf?_ga=2.168844585.923223327.1575128174-1876396457.1520607779**

https://www.mass.gov/doc/enf-03001-compliance-incentives-for-homeowners-homeowner-policy-october-2003/download

**Plaintiffs admit that fence was erected about 6 years prior to Agent Willitts' letter and was done so without a permit since it was not required. In addition, the fence is on Plaintiffs property at the edge of an unimproved dirt road (Exhibit #25 image 1) and has not altered wetland values, except to improve it (Exhibit #25 image 2).**

5. Construction of an out-building within areas of jurisdiction without a permit.

**Plaintiffs admit that activities were taken to re-build a pre-existing out-building (shed) and did so without a permit since it was not required. The shed is less than 200 sq. feet which is allowed by Medfield Zoning bylaw without a permit. The shed rests on 4 piers of wood without a foundation. This type of structure minimizes contact with the ground. The shed is considered a minor activity without impact on wetland values and allowable under both Medfield Bylaw and DEP guidance (Appendix E, Allowable minor activities in Brush Border Manual).**

6. Cutting of trees within areas of jurisdiction without a permit.

**Plaintiffs deny cutting any trees.**

**The Plaintiffs are uncertain about what is meant by cutting of shrubs and cannot answer.**

7. Cutting of trees and shrubs within a designated no-disturb resource area.

**Plaintiffs deny cutting of any trees and have planted more than 100 trees on their property.**

**The Plaintiffs are uncertain about what is meant by cutting of shrubs and cannot answer. Further, the Plaintiffs have propagated numerous perennial plants including small and large varieties in numbers too numerous to count that improve wetland value.**

**The Plaintiffs admit to having a vernal pool on the property which is the only no-disturb area, but the alleged violations did not occur in that area, and it is not relevant.**

8. Working without a valid order of conditions from MCC.

**Plaintiffs did not have a project or activity that would require an NOI and therefore is not relevant. Hence, Plaintiffs deny this allegation.**

9. Working without review of your project(s) at a duly published hearing with the MCC

**The Plaintiffs are not able to interpret what is meant by the word "working" and cannot answer.**

**The Plaintiff admit to practicing minor activities as defined in Mass DEP "Brush Border Manual" and many of these practices are deemed beneficial to the wetlands and raise wetland values.**

10. Working without adequate erosion and sedimentation controls to protect the wetlands

**The Plaintiffs are not able to interpret what is meant by these allegations and therefore cannot answer.**

**The Plaintiff admit to practicing minor activities such as planting trees to improve wetland value.**

**Plaintiff Responses to Enforcement Order September 21, 2017**

1. Filling a wetlands (bordering vegetated wetlands).

**Plaintiffs deny this allegation**

2. Altering a wetland (bordering vegetated wetlands).

**Plaintiffs deny this allegation**

3. Working within a designated no-disturb resource area.

**Plaintiffs are not able to interpret what is meant by the word "working" and cannot answer.**

**The Plaintiffs admit having recreated in the vernal pool area on #25 (no-disturb area) on several occasions; this vernal pool area is the only area on the property to have a no-disturb restriction.**

4. Installation of a stockade wooden fence within areas of jurisdiction without a permit.

**Plaintiffs admit that fence was erected about 6 years prior to Agent Willitts' letter and was done so without a permit since it was not required.**

5. Construction of an out-building within areas of jurisdiction without a permit.

**Plaintiffs admit that activities were taken to re-build a pre-existing out-building (shed) and did so without a permit since it was not required.**

6. Cutting of trees within areas of jurisdiction without a permit.

**Plaintiffs deny cutting of any trees.**

**The Plaintiffs are uncertain about what is meant by cutting of shrubs and cannot answer.**

7. Cutting of trees and shrubs within a designated no-disturb resource area.
   **Plaintiffs deny cutting of any trees and have planted more than 100 trees on their property.**
   **The Plaintiffs are uncertain about what is meant by cutting of shrubs and cannot answer. Further, the Plaintiffs have propagated numerous perennial plants including small and large varieties in numbers too numerous to count that benefit the adjoining wetland resource areas.**
   **The Plaintiffs' vernal pool area is the only no-disturb area on the property, but is far removed from the area of violation.**
8. Working without a valid order of conditions from MCC.
   **Plaintiffs did not conduct a project or activity that would require a wetland permit or RDA or NOI and therefore is not relevant. An RDA is optional according to Mass DEP §310.**
9. Working without review of your project(s) at a duly published hearing with the MCC
   **Plaintiffs did not conduct a project or activity that would require a wetland permit or RDA or NOI and therefore is not relevant.**
10. Working without adequate erosion and sedimentation controls to protect the wetlands
    **Plaintiffs did not conduct a project or activity that would require a wetland permit or RDA or NOI and therefore is not relevant.**
11. Construction of an out-building within or near area of site designated as no-disturb
    **Plaintiffs deny construction of out-building within or near area of site designated as no-disturb (vernal pool area only).**
12. Failure to attend the MCC public meeting on September 7 2017
    **The Plaintiffs admit to not attending this meeting since a request for continuance in writing was timely sent to the Defendants.**

Answers of Plaintiff David and Brenda Goldman in response to the Brief submitted by Willitts and MCC

1. **Plaintiffs admit to Sentence 1 (*Commission, as the Town..*).**

2. **Plaintiff admit Sentence 2 *(A significant portion..*) and clarify that only the vernal pool and it's 50 foot perimeter area which are in the North East quadrant of the property is a resource area. The remainder of the property is either adjacent to the wetland flood plain (Army Corp.) or the 50 foot area around the vernal pool and does not contain wetland resource areas.**

3. **Plaintiffs admit to receiving a violation letter on August 23, 2017 (Sentence 3: *On or about August 22...*).**

4. **Plaintiffs admit having not attended a public hearing of the MCC (Sentence 4: Said notification ...)**

   **It was not possible to attend because the Plaintiffs had requested a continuance from the MCC to allow them to prepare and get clarification of several unclear and confusing violations issued by Willitts.**

5. **Plaintiffs admit to receiving the MCC enforcement order on about September 21,2017.**

6. **Plaintiffs admit to filing a 30A process appeal to reverse the MCC Enforcement Order and fines and which sought further relief as is described therein.**

## Answers to Legal Argument

**Sentence 1 (*the Courts have interpreted....*):**

**Plaintiffs admit this with one relevant difference of Bylaw to DEP Law is the 50 foot and 100 foot designations which provide the MCC with additional land under their jurisdiction that nearly encompasses the Goldman's entire property. The Plaintiffs dispute Defendants interpretation of the law which prohibits any activity within their jurisdiction without exception. The Medfield Bylaw does draw distinctions for existing developed areas such as in the definition of vernal pools (§209.8.4). The Plaintiffs as homeowners, claim to have the right to maintain their gardens that abut but not include vegetated buffer zones as described in Mass DEP Manual on Buffer Zones (VegetatedBufferManual).**

**Sentence 2 (*The Town of Medfield..*):**

**Plaintiffs admit that the 290-2 section has wide applicability for bona fide development projects that warrant an NOI. But not In the Case of the Plaintiffs who are retired homeowners who garden and landscape themselves and pride themselves to be knowledgeable of good ecological practices.**

**Furthermore, we should not loose site of the purpose of the activities by the Plaintiffs since these activities, albeit disjointed over a period of years, has been to revegetate a slope that abut an unimproved dirt road that is washing eroded gravel on the #25 property. In further arguments, it will be shown that the state of ecological health of the area is greatly improved. The Plaintiffs conducted these activities in the pursuit of improving the ecological condition of the property which benefits the wetland values.**

**Sentence 4: *The sole legal remedy available..*:**

**The Plaintiffs dispute the applicability of this argument to the present case.**

**Sentence 5:** ***A review of the record...:***

**Plaintiffs dispute the fact that wetland resources are on the Plaintiffs property along the 'fence' and shed locations since there are none in that area.** As discussed in Plaintiffs Legal arguments, this strip of land was being destroyed by uncontrolled water run-off from the street (see Exhibit 26), dusty conditions that killed even the most robust plants and uncontrolled safety issues from the activities across the street on Medfield town property. It was an urgent mitigation that led to the fence being installed as shown in Exhibit 20 from 2011. This strip of #25 land has always been available to the residents (Goldmans and prior resident) for activities that do not alter negatively or devalue the wetlands. The Defendants have thus erroneously interpreted the law and by doing so are harsh and punitive in their micro-managing behavior of the MCC. As discussed in the Plaintiffs Legal arguments, there are several defenses and other interpretation of the law which are relevant discussed below.

**Sentence 6:** ***Medfield Conservation...***

Defendants claim that a substantial amount of the Plaintiffs property contain wetland resources on it. This is true only for the vernal pool area, while the remainder of the property does not have wetland resources, but instead abut to Army Corp land that contains these. This is evident in Exhibits 3 and 4(as discussed below), which shows the wetland boundary edge and it resides outside the #25 property boundary.

Plaintiffs claim that the photographs submitted as evidence by the Defendants and listed as Exhibits 9, 10, 11A, 11B, 11C, 11D, 12, 13, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 16A, 16B, 16C, 23 and 24 are not images of the area of violation which is opposite end of the property. The things shown in the image inaccurately represent the portion of the property shown (northeast by northwest section). The Plaintiffs claim the current condition of the entire property at #25 is in compliance with all wetland Bylaws. This evidence presented is not relevant to the appealed Enforcement Order.

Satellite images referred to by Willitts in Exhibits 3 and 4 are accepted by the Plaintiffs as factual. In these images the "wetland limit" is delineated by a solid green line and the #25 property bound is in red surrounding the blue locator for #25. This shows that the wetland limit does significantly include any property and certainly not near the violation area. This evidence does not support the Defendants claim that significant portion of #25 has wetlands on it. Furthering this argument are the superseding order of conditions for #25 under DEP file 214-331 in Exhibit 43. Which note that the work would not occur in

BVM or BLSF. These being wetland features. Again the planning for #25 was detailed in the NOI that initiated DEP file 214-331 as given in Exhibit 44. This application contains an environmental survey of the area which details the land much as it exists today, natural and undeveloped. And then yet another action, an appeal concerning DEP 214-331 (Exhibits 45 and 50) was decided in favor of the developers, the court finding the claims of the petitioners to be without merit. In the case decision, the fact that the project was not on wetlands contributed to the decision. In summary, the #25 property has been subject to over-scrutinization for several cycles through various action in the past and has a significant history of attempts of control that were later over-ruled.

In summary then, the Plaintiffs dispute the relevance of evidence presented by Agent Willitts since the photographs show no activity being performed in the SouthEast quadrant of the property which was the subject area of the Enforcement Order. As stated at the conclusion of the hearings, the MCC did not find any significant harm to the wetlands and it was only a matter of paperwork to resolve the matter.

**Sentence where: At the conclusion..P6):**

Plaintiffs admit that they had invited members of the MCC to see the infraction area in the southwest quadrant of the property, along with the rest of the property. The point of allowing the inspection was to lay at rest any concerns for the condition and naturalness of the property. There is no dispute about the proximity of the fence and shed to the **100 year flood plain border** and wetland vegetated borders that abut the #25 property (within about 50 feet). From an ecological impact the elevation difference between fence or shed grade level is easily 15 feet above 100 year flood stage.

**Sentence: Medfield Conservation.. p6:**

Plaintiffs admit the presence of a pre-existing shed, fence and tree plantings at the time of the Enforcement Order, these are not in a wetland resource area since they are in developed land with gardens. Plaintiffs admit that the portions of the fence and the shed are within 100 foot from the 100 year flood plain boundary. This zone is not a no-disturb 50 foot rule zone as the Defendants claim and is more than 100 feet away from any wetland cement bound on the property. The Plaintiffs admit to the existence of fence and shed which is within the 100 foot zone that Medfield ByLaw identifies as area of jurisdiction. However, the fence and the shed had no impact on the wetlands, did not require a permit and complies with Medfield Bylaws. The Plaintiffs admit to have provided a draft property plan that shows detail of all garden and landscape features of the property which can be argued are well within

the law and make ecological sense. The Plaintiffs dispute the Defendants interpretation of the law among other defenses as below...

**Sentence: *For their part...*:**

Plaintiffs dispute Defendants proclamation of no documentary evidence, for instance the state of the property showing the benefit of the trees and fence were well documented as discussed below. *What is more important is the Defendants were unable to produce any evidence supporting cutting of trees, filling the wetlands, actual working, etc.* Willitts stated (Transcript April 4) she produced photographs, but there are nothing of note in the Exhibits showing this activity. This shows the nature of the entire Enforcement Order as being false and/ or greatly exaggerated. The Defendants are confusing the matter by bringing up other areas outside which the term 'extension of fence' activity which is not any different than the fence cited in the original violation and misconstrues the truth.

**Sentence: *Session II*:**

The Plaintiffs dispute the Defendant summary of having only 2 defenses, as can be seen below many more are offered. The Plaintiffs admit they were not properly informed about the Medfield ByLaw requirements as the MCC applied to #25 prior to purchase (and in Transcript: May 2) .

Willitts and MCC continued with the deception's having performed the certification of compliance activities without the permission or knowledge of the Plaintiffs. However, the deed of the property at sale was clear of any special conditions. The MCC took it upon themselves to then modify the Plaintiffs' existing title to the property after they owned the property and without their knowledge or consent. Should there have been proper disclosure of the Medfield special conditions, it certainly would have influenced the Goldman's decision to buy #25 in the first place as described below in detail. This is evidence of abuse of authority and miss-interpretation of the law.

**Argument I:**

**A variety of the regulatory violations of which the Plaintiffs are alleged to have violated were not made a part of any formal record until after the Plaintiffs become title owners of the property on November 2, 2010.**

The Defendants have misconstrued the Plaintiffs defense stating it is based on ignorance of the Medfield Bylaws. In part this may have been true when the Plaintiffs were making decisions concerning relocating to the Cambridge area. Indeed, there was a problem with the closing of sale of #25 to the Plaintiffs, important wetland documents were not available and not disclosed to the Goldmans' at the time of sale (Nov. 2, 2010, Transcript: May 2, p14 -17). The Plaintiffs were only informed about Mass State DEP Certificate of Compliance (Exhibits 42 and 60) at closing and this document was filed by the MCC on Nov 3, 2010 for the Mass State document (41 includes previous owners signed Quitclaim) and this was presented by the sellers to the Goldmans as proof of wetland compliance and led the Plaintiffs to believe nothing other was required for the wetland COC. The MCC related COC (Exhibits 53, 60 and 61) was not filed until much later in 2011. All these wetland matters should have been completed by 2001 and should have been divulged to the Goldmans prior to the sale of the property. The MCC certificate of compliance was required for sale but not available at sale. **Willitts and Attorney Reynolds (who is employed by the MCC) were actively involved in modifying the title after the closing of sale of #25.**

Exhibit 62 is a correspondence between Reynolds and Willitts, with subject regarding edits to the deed Special Conditions. Then in communication with the Surveyor Poole (Exhibit 49), the location of cement bounds is discussed that do not exist on the property. The COC and revised Special Conditions is incorporated in the deed by Willitts and Reynolds (Exhibit # 53) and recording receipt (Exhibit 62). Transmittal of the recording information which did not include the current property owners (Goldmans) but included the sellers (Blaicher and Uhlig) even though Reynolds was aware of new owners. The site survey and plot plan were organized by Willitts and prepared by contractor Mr. Poole. (Exhibits 1, 5). In transcript May 2 page 4 paragraph 3, Chairman Perloff questions Mr. Cerel if the Goldmans were properly informed. It is the Plaintiffs claim that they were not properly informed and the MCC went about their business of altering Goldmans closing documents, COC and deed modifications without informing or obtaining the consent of the Plaintiffs (Transcript: May 16, p6-p8).

**Argument II:**

**The work performed by the Plaintiffs which is the subject matter of this dispute are minor and recreational activities, included maintenance related and runoff protections, and therefore not in violation of any statute or regulation.**

Plaintiffs first defense is based on the claim that Willitts and MCC have erroneously interpreted Medfield Bylaws and Mass DEP laws and manuals in their actions against the Plaintiffs.

In one instance under Medfield Bylaw §209-1.Purpose

Paraphrasing ..by controlling activities deemed to have significant effect upon wetland values,..

Plaintiff agree with the intent of the law control activities that have a significant effect of the wetland values which would also be considered detrimental when wetland value is considered. As stated by Chairman Perloff a description of his tour of #25 is presented (Transcript: May 2:p4:paragraph 4), at the conclusion *he didn't see anything around the vernal pool that concerned him.* No other significant finding could be made in back and forth discussion of the parties.

The intent of the fence and trees on the Plaintiffs property is for improvement of wetland values through revegetation, runoff and dust control. The area of violation is well known to have flooding and run-off control problems associated with the unimproved dirt road street (Exhibit 26 and Transcripts). In addition, the impact of the fence and vegetation are classified as 'minor activities' by the DEP Brush Border Manual which is a policy reference for matters of this nature. The Medfield Bylaw has nothing concerning minor allowable activities by homeowners, yet activities continue unabated throughout town presumably in accordance to Mass DEP guidance. These represent the true nature of the violation area which is ecologically sound as witnessed by the Mr. Perloff (Transcript May 2, p4 to p7). In addition, it was stated by Mr. Perloff that no further violations would be issued provided the Goldmans not erect any more fencing(Transcripts: May2,2019); The Plaintiffs maintain that this has been the case.

In Medfield Bylaw §209-3B. Applicability

Paraphrasing: The provision of this section will not apply to work performed for normal *maintenance* .... (emphasis added)

Plaintiffs claim this is one of several examples that specifically allow maintenance activities on land subject to wetland restrictions. Based on this aspect alone, the activities performed for the repair and rebuilding the existing shed would be exempted from MCC oversight; it is also considered a minor activity under Mass DEP guidance.

**Argument III:**

**The Plaintiffs Have Not Violated the Medfield Bylaw §209-11 Concerning Vernal Pools Because the Activities That They Performed Are Specifically Exempted**

Medfield Bylaw §209-11: Definitions:VERNAL POOL

Paraphrase: The boundary of the resource area for vernal pools shall be 100 feet outward....., but shall not include existing lawns, gardens, landscaped or developed areas.

The Plaintiffs claim that this definition clearly excludes applicability of existing lawns, gardens and developed areas to the 100 foot and 50-foot rules as clearly stated above. Then it would be necessary for the Defendants to prove that the actions of the Plaintiffs led to a negative alteration of wetland values which they have not done.

The Plaintiffs admit to *recreational use* of the land in the Vernal pool no-disturbed area and is compliant with the allowable minor actions under DEP manual on brush borders and is not disallowed in the Medfield By Law §290 which specially exempts activities that come under the 50 ft and 100 ft rules for lawns and gardens that adjoin residential properties containing vernal pools (MCC §290.8.4: i.e. 50 ft and 100 ft. rules). Under the interpretation of the MCC, *any work* would be a violation of the wetland Bylaw and clearly this interpretation is not consistent with the intent of the law or in practice.

Plaintiffs claim that the MCC has erroneously interpreted the DEP laws and Guidance's that provide information concerning homeowner activities which are allowable and in certain cases promoted. Whereas the Medfield Bylaw has little or no information concerning normal homeowner maintenance activities or otherwise. Based on the DEP guidance, the activities of the Goldmans are well within normal allowable activities near about wetlands and they would have no reason to file for an RDA, NOI or other Medfield Wetland permit. Instructions for the RDA include a disclaimer that the filing the RDA is optional and not required. The RDA requires plot plans, drawings, engineering evidence much like a

NOI application (**WPAform1 instructions for RDA)**

**https://www.mass.gov/files/documents/2016/08/or/wpaform1.pdf?_ga=2.168844585.923223327.1575128174-1876396457.1520607779.**

**The Plaintiffs have decided not to file an RDA since it is optional and is complicated to complete which is outside the scope of a gardening project and other minor activities. In addition, it would be a moot point if relevant to the case.**

Another arbitrary action of Defendants is related to the green line Willits identified at the hearing on April 4, 2019 in transcript and in Exhibit #1(where the COC plot plan is given). In this plan the green line shown follows the DEP 0331 plan for construction and where a hay bale line would go for local work site erosion control. As arbitrary as it seems, this same line is used for the green line limit of disturbance and is not related to a 50-foot zone around the vernal pool which it should be based on.

## Argument IV:

## Legal Argument: Lack of Evidence of Violations

The Plaintiffs claim, which is supported by the record, that evidence (photographs) to support the disputed violations (filling and cutting) was not presented by the MCC during the entire 3 session hearing (transcript: April 4 , May 2, May 16) that would support the allegations denied by the Plaintiffs(cutting and filling). The only evidence is what was offered in testimony and photographs which were referred to, were not offered as evidence by Willitts (Transcript May 2, p9, paragraph 3). This allegation is denied by the Plaintiffs and not supported by photograph of the slope in the violation zone showing a perfectly healthy ecological slope (Exhibit #25, Image 2). *At the conclusion of session on May 16, 2019, it was concluded that there was no evidence of harm to wetland resource areas, vernal pool or anywhere else on the Plaintiffs (Transcript: May 16, 2019).*

The Plaintiffs claim that the Defendants are mis-interpreting the need for an RDA in this case. The Plaintiffs concede the fact that the MCC has determined applicability already and this is a moot point. The question at hand is rather matter of does the fence represent a significant detriment to the wetland values or not. And the same applies to maintenance performed to the shed with the rebuild and any impact on wetland values.

The Plaintiff maintain that the MCC actions are arbitrary and capricious as can be seen from the Satellite images (Exhibits 3, 4 and 22) show #25 is heavily vegetated, while immediately adjacent residence (#29 Noonhill) is relatively devoid of vegetation with similar wetland resources nearby, and have constructed a basketball court without proper wetland permits.

Mass DEP Policy ENF-03.001 provides exceptions in cases found to violate the law but having no negative consequences. This approach should prevail in this matter. And in this policy it is stated that activities that are negligible on values should not be penalized. The Plaintiffs claim this aspect of the law that no harm was done and in Transcript: May 16, p6 Mr. Perloff's comments reinforce there was no harm done. Therefore, wetland values were not changed and activities would be exempted according to the Bylaw. Furthermore, what is allowed are maintenance and protective actions all of which have improved wetland value in the area. These activities include revegetating wetland bordering areas on the property with trees, shrubs and plants. Also management of the gardens to allow intermixing of natural occurring plants and wildlife as recommended in **"More Than Just Yard" :**
**https://www.mass.gov/files/documents/2017/11/07/morethanjustyard.pdf**

## Conclusion

The central argument presented by the Defense is that #25 comes under the jurisdiction of the MCC based on a property wetland resource (vernal pool) and adjoining wetland resources that are in the Army Corp. Land. As has been discussed above, the law is not intended to restrict homeowners from using their property in recreational and minor activities within this jurisdiction of oversight that the MCC claims. The MCC demand for an RDA to be submitted is moot since the MCC has already determined it to be applicable and under their jurisdiction. In addition, the violations of the fence and shed are in place and shown to have no impact on Wetland values as can be seen in Exhibit 25. And if one is to extrapolate the matters in this case to all of wetland bordering residences and apply the oversight in retrospective, it could virtually cover the entire Town of Medfield. Fences and sheds are found in almost every yard and are well accepted without MCC oversight or control. As such, the intended efforts by the Town of Medfield are arbitrary and capricious and as such should not be tolerated.

**Respectfully submitted,**

**Plaintiffs**

/Brenda Goldman/ 12/9/2019

**Brenda Goldman**

/David Goldman/ Dec 9, 2019

**David Goldman**

**Certificate of Service**

A copy of this motion has been delivered to the Defendants by U.S. mail.

**Plaintiff**

Dec 9, 2019

**David Goldman** **Date**

**Plaintiff**

/Brenda L. Goldman Dec 9, 2019

**Brenda L. Goldman** **Date**

Gmail by Google

**Evelyn Clarke <eclarke@medfield.net>**

# Verizon Fios TV - LFA Notification

1 message

**Connors, Niall S** <niall.s.connors@verizon.com> Tue, Dec 10, 2019 at 5:29 PM

Dear Municipal Official:

This is to notify you of an upcoming change to Fios® TV programming.

On or after December 13, 2019, the TVP Polonia channel (ch. 1776) will be removed from the Fios TV channel lineup. Paid subscribers will be removed and automatically credited for any amounts paid in advance for days the programming is no longer available. This is a provider driven change.

Verizon is notifying subscribers through the Fios® TV Message Center beginning on or around December 10, 2019. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,

verizon

**Niall Connors**

Franchise Service Manager
Fios Video Franchising
Verizon Consumer Group

O 857 415 5123
M 781 715 7058
6 Bowdoin Square
Floor 10
Boston, MA 02114

**Customer Notice Polonia TV.pdf**
36K

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions**, **Contractor Certifications** and **Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

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|---|---|---|---|
| **CONTRACTOR LEGAL NAME:(and d/b/a): Medfield, Town Of** | | **COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency** | |
| **Legal Address: (W-9, W-4): 112 North St., Medfield, MA 02052** | | **Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702** | |
| **Contract Manager: William C. Carrico** | **Phone: 508.359.2323 ex 3186/ © 508.498.3570** | **Billing Address (if different):same** | |
| **E-Mail: wcarrico@medfield.net** | **Fax:** | **Contract Manager: Carrie Clifton** | **Phone: 508.820.1407** |
| **Contractor Vendor Code: VC6000191876** | | **E-Mail:carrie.clifton@mass.gov** | **Fax:508.820.2030** |
| **Vendor Code Address ID (e.g. "AD001"): AD .** **(Note: The Address ID must be set up for EFT payments.)** | | **MMARS Doc ID(s): FY20EMPG1900000MEDFI** **RFR/Procurement or Other ID Number: FFY2019EMPG** | |

**X NEW CONTRACT**

**PROCUREMENT OR EXCEPTION TYPE: (Check one option only)**

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

**___ CONTRACT AMENDMENT**

Enter **Current Contract End Date *Prior*** to Amendment:_____, **20**___.
Enter **Amendment Amount**: $_____. (or "no change")

**AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)**

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)

**The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding:** (Check ONE option): X Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$3,500.00**

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); X only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
**Funding for this grant is provided via a Federal Fiscal Year 2019 Emergency Management Performance Grant (EMPG) award, CFDA #97.042 and has a required dollar-for-dollar match. By signing below, the sub-recipient will perform activities as stated in their approved 2019 EMPG application and in accordance with the attached DHS Terms and Conditions and MEMA-PMO Special Conditions.**

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of_____, **20** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of_____, **20** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE**: Contract performance shall terminate as of **June 30, 2020,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

**X:**_____. **Date:**_____.
**(Signature and Date Must Be Handwritten At Time of Signature)**
**Print Name:**_____. **Print**
**Title:**_____.

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

**X:**_____. **Date:**_____. **(Sig**
**Print Name:** David Mahr . **Print Title:** Chief Admi

# STANDARD CONTRACT FORM INSTRUCTIONS
# CONTRACTOR CERTIFICATIONS
# COMMONWEALTH TERMS AND CONDITIONS

## INSTRUCTIONS

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

**Contractor Legal Name (and D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**Commonwealth Department Name:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**Procurement Or Exception Type:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Procurement.** Check this option for a Department contract procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Other Procurement Exception.** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See "Amendments, Suspensions, and Termination Policy."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if there is no change.

**Amendment Type:** Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

**Amendment to Date, Scope or Budget.** Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts**. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee**. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Other Procurement Exception.** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publically posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC) or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under M.G.L. c. 29, § 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments (M.G.L. c. 29, § 23A), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

# STANDARD CONTRACT FORM INSTRUCTIONS
# CONTRACTOR CERTIFICATIONS
# COMMONWEALTH TERMS AND CONDITIONS

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to M.G.L. c. 4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to M.G.L. c. 4, § 9.

## CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

**Authorizing Signature for Contractor/Date**: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable**. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are not authorized at this time.**

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Legibly enter Authorized Signatory's name and title.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the **"**Effective Date**"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

**Commonwealth and Contractor Ownership Rights**. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting

discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and M.G.L. c. 11, §12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 CMR 32.00.

**Debarment**. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including Executive Order 147; M.G.L. c. 29, § 29F; M.G.L. c. 30, § 39R; M.G.L. c. 149 §§ 27C, 44C and 148B; and M.G.L. c. 152, § 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under M.G.L. c. 66A; and the Massachusetts Constitution Article XVIII, if applicable.

**Invoices**. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation**. Pursuant to M.G.L. c. 29 §§ 26, 27 and 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by M.G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance**. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, M.G.L. c. 62C, § 49A, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under M.G.L. c. 62E, withholding and remitting child support including M.G.L. c. 119A, § 12, TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts**. The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data and Information**. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and

information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under M.G.L. c. 214, § 3B.

For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L c. 66A.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to M.G.L. c. 7, § 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; M.G.L. c. 149 (Labor and Industries); M.G.L. c. 150A (Labor Relations); M.G.L. c. 151 and 454 CMR 27.00 (Minimum Wage); M.G.L. c. 151A (Employment and Training); M. G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); M.G.L. c. 152 (Workers' Compensation); M.G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 , the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C § 12101, et seq., the Rehabilitation Act, 29 USC § 794; 29 USC § 701; 29 USC § 623; the 42 USC c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act; M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272 §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the

Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

**Northern Ireland Certification**. Pursuant to M.G.L. c. 7, § 22C, for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance**. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to M.G.L. c. 30, § 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130.** Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346.** Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law, including M.G.L. c. 268A, § 5(f) and this order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444.** Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Orders 523, 526 and 565.** Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to

comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**On Completing the Contractor Authorized Signatory List (CASL) Document:**

The person signing the contract must be authorized by the entity receiving the grant to sign contracts. The CASL document is the form used for this authorization.

This form must be completed by MEMA sub-recipients (the "Contractor") in order to process your contract.

The Contractor (i.e., the entity receiving this grant - Municipality, Tribe, etc) must provide a listing of individual(s) who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

The person signing the contract must be listed in the table on page 1 of the CASL.

The individual who authorizes the above-referenced individual(s) must be either a Mayor, Town Manager, President, CEO, CFO, Corporate Clerk, or Legal Counsel for the entity receiving the contract. This authorizing individual would provide their: signature, date, and requested contact information on page 1 of the CASL

The authorizing individual – unless they are the Mayor, Town Manager, President, CEO, CFO, Corporate Clerk, or Legal Counsel - cannot authorize himself/herself to sign the contract.

**MEMA must have the signed, original CASL in order to process contracts.**

# Michael & Theresa Talor

243 North Street
Medfield, Massachusetts, 02052
(508) 359-7621

Board of Selectman
Town of Medfield
459 Main Street
Medfield, MA 02052

December 10, 2019

**RE: Gift of 609 R Main Street**

Dear Board of Selectman

Please find attached our gifted deed of 609 R Main Street, Medfield, MA 02052, Parcel ID 42-209, consisting of approximately 0.96 acres of land in its natural, undisturbed state.

For IRS tax purposes, I will need the attached two forms (Form 8283 and Acknowledgement Letter) signed by the Town. Would appreciate your processing expeditiously.

Sincerely,

Signature _____
Michael R Taylor

Signature _____
Theresa G. Taylor

# QUITCLAIM DEED

WE, Michael R. Taylor and Theresa G. Taylor, husband and wife as tenants by the entirety, both of 243 North Street, Medfield, Norfolk County, MA for consideration paid and in full consideration of

One Dollar ($1.00)

GRANT to the Town of Medfield, a duly-organized municipal corporation with administrative offices located in the Town House, 459 Main Street in said Medfield, with Quitclaim Covenants,

a parcel of unimproved land shown as Lot #2 on a plan entitled "Plan of Land Medfield, Massachusetts (Norfolk County) Scale 1" = 40 August 6, 2002 Owner: Michael R. Taylor 589 Main Street Medfield, Mass. 02052" prepared by GLM Engineering Consultants, Inc. 19 Exchange St. Holliston, MA and recorded at Norfolk County Registry of Deeds in Plan Book 501, Plan No. 655 of 2002, containing according to said plan, 0.96 acres, more or less, for conservation purposes, including open space preservation and passive recreation.

Being a portion of the premises conveyed to Grantors by deed of Cheryl L. Jones dated August 7, 2001 and recorded at Norfolk County Registry of Deeds in Book 15371 at Page 520.

Locus: 609 Rear, Main Street, Medfield

**Witness** our hands and seals this 10th day of November 2019.

Michael R. Taylor

Theresa G. Taylor

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

On this 10th day of ~~November~~ December 2019, before me, the undersigned notary public, personally appeared Michael R. Taylor and Theresa G. Taylor, and each proved to me through satisfactory evidence of identification which was driver's license to be the person whose name is signed on the preceding document and each acknowledged to me that he/she signed it voluntarily for its stated purpose.

Evelyn Clarke
Notary Public
My commission expires: June 5, 2020

# TOWN ACCEPTANCE

The Town of Medfield, acting by and through a majority of its Board of Selectmen in the exercise of the authority granted them by the voters at the Annual Town Meeting held on April 29, 2019 by their approval of Article 29, an attested copy of Warrant Article 29 and the motion and vote thereon to be recorded at Norfolk County Registry of Deeds herewith, hereby accepts the conveyance of land contained in the foregoing instrument: Quitclaim Deed executed November ____, 2019.

**SO-VOTED** this ____ day of December 2019.

Town of Medfield Board of Selectmen

_____
Gustave Murby, Chair

_____
Osler L. Peterson, Clerk

_____
Michael T. Marcucci, Member

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss: December ____, 2019

Then personally appeared the aforenamed Gustave Murby, Osler L. Peterson and Michael T. Marcucci, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and each acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of the Town of Medfield Board of Selectmen.

_____
Notary Public
My commission expires: _____

# TOWN OF MEDFIELD

*Office of*
**BOARD OF SELECTMEN**

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009
www.town.medfield.net

**(508) 906-3011** (phone)
**(508) 359-6182** (fax)

**KRISTINE TRIERWEILER**
Town Administrator
ktrierweiler@medfield.net


December 16, 2019

Michael and Theresa Taylor
243 North Street
Medfield, MA 02052

**Re: Acknowledgement of Gift**

Dear Michael and Theresa,

Thank you for your 12/10/2019 gift of 609 R Main Street, Medfield, MA 02052, Parcel ID 42-209; consisting of approximately 0.96 acres of land in its natural, undistributed state.

For tax purposes, we acknowledge no goods, services or considerations of any kind were exchanged for this gift.

Sincerely,

TOWN OF MEDFIELD

Name_____

Title Board of Selectmen, Chair

Date_____

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.**

▶ **Information about Form 8283 and its separate instructions is at *www.irs.gov/form8283*.**

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Michael R Taylor

**Identifying number**

182-52-8001

**Note.** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A. Donated Property of $5,000 or Less and Publicly Traded Securities**—List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities even if the deduction is more than $5,000 (see instructions).

**Part I** **Information on Donated Property**—If you need more space, attach a statement.

| 1 | (a) Name and address of the donee organization | (b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached). | (c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.) |
|---|---|---|---|
| A | | ☐ | |
| B | | ☐ | |
| C | | ☐ | |
| D | | ☐ | |
| E | | ☐ | |

**Note.** If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

| | (d) Date of the contribution | (e) Date acquired by donor (mo., yr.) | (f) How acquired by donor | (g) Donor's cost or adjusted basis | (h) Fair market value (see instructions) | (i) Method used to determine the fair market value |
|---|---|---|---|---|---|---|
| A | | | | | | |
| B | | | | | | |
| C | | | | | | |
| D | | | | | | |
| E | | | | | | |

**Part II** **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

**2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.

**b** Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
**(2)** For any prior tax years ▶ _____

**c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

**d** For tangible property, enter the place where the property is located or kept ▶ _____

**e** Name of any person, other than the donee organization, having actual possession of the property ▶ _____

| | | Yes | No |
|---|---|---|---|
| **3a** | Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? | | |
| **b** | Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? | | |
| **c** | Is there a restriction limiting the donated property for a particular use? | | |

Name(s) shown on your income tax return: Michael R Taylor

Identifying number: 182-52-8001

**Section B. Donated Property Over $5,000 (Except Publicly Traded Securities)**—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

**Part I Information on Donated Property**—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☑ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☐ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

**Note.** In certain cases, you must attach a qualified appraisal of the property. See instructions.

| 5 | (a) Description of donated property (if you need more space, attach a separate statement) | (b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift | (c) Appraised fair market value |
|---|---|---|---|
| A | 609R Main Street, Medfield, MA - 0.96 acres | Open Space - undisturbed natural condition | |
| B | | | |
| C | | | |
| D | | | |

| | (d) Date acquired by donor (mo., yr.) | (e) How acquired by donor | (f) Donor's cost or adjusted basis | (g) For bargain sales, enter amount received | See instructions (h) Amount claimed as a deduction | See instructions (i) Date of contribution |
|---|---|---|---|---|---|---|
| A | 8/7/01 | Cash | 50000 | | | |
| B | | | | | | |
| C | | | | | | |
| D | | | | | | |

**Part II Taxpayer (Donor) Statement**—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ Date ▶

**Part III Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

**Sign Here** Signature ▶ Title ▶ Date ▶

Business address (including room or suite no.) | Identifying number

City or town, state, and ZIP code

**Part IV Donee Acknowledgment**—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ 12/10/19

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☑ No

| Name of charitable organization (donee) | Employer identification number |
|---|---|
| Town of Medfield | 04-6001216 |
| Address (number, street, and room or suite no.) | City or town, state, and ZIP code |
| 459 Main Street | Medfield, MA 02052 |
| Authorized signature | Title / Date |

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

# Rocky Woods Liquor Licenses for 2020 JAN/FEB/MAR/APR

1 message

**Jamie Picard** <jpicard@thetrustees.org> Wed, Dec 4, 2019 at 5:23 PM
To: "eclarke@medfield.net" <eclarke@medfield.net>

Hello Evelyn,

My name is Jamie Picard and I am the Camp Director at Powisset Farm in Dover, MA. We emailed before about events at Rocky Woods in Medfield, MA that needed one day liquor licenses.
I hope you had a wonderful summer 🙂. I am writing to you to get a head start on our events for next year that will require us to obtain a one-day liquor license. I'm not sure how early I can send this list in but I'd to get it to you ASAP.

We have some unique events happening in 2020 that we would like to obtain a one-day liquor license to serve beer and wine at our events.I will be serving the alcohol- I am TIPS certified and have attached a copy of my cards in this email. I've wrote a little description about the events and their dates below.
Please consider our request for a one-day liquor license for these events. As you may know The Trustees is a Nonprofit organization and we encourage people to be involved and engaged in the outdoors and nature. We have a lot of unique events where we get to take people on guided hikes, family events and show them our beautiful property we protect.

---

In January we have an awesome event planned around the Quadrantid Meteor Shower and would like to obtain a one-day liquor license for that event.

This event is on **Friday, January 3rd from 7:30- 9:30 PM called Meteor Madness** we will take the group on a guided night hike then come back to the camp to enjoy beer & wine and light snacks. Also, we offer water, lemonade and hot cocoa. This is a family friendly event to encourage families to enjoy the outdoors during every season.

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In January we have a Brew Moon Hike where we take people on a guided moonlight hike around Rocky Woods and would like to obtain a one-day liquor license for that event.

The event is on **Friday, January 10th from 6 PM-8 PM called Brew Moon Hike.** We take people on a guided night hike around Rocky Woods to observe the night sky and after the hike we gather around the wood stove to have beer, wine and snacks. We offer light snacks, water and hot cocoa.

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Also, in January we have **Soup, Stars, Snowshoes & Spirits on Saturday, January 25th from 5-7:30 PM** and would like to obtain a one-day liquor license for that event. We will go for a snowshoe hike (if we have snow if not, it will be a guided night hike) on some of Rocky Woods most beautiful trails and gaze up at the stars. After the hike we will head back to the Visitor's Cabin to enjoy some hot soup, beer, wine and light snacks.

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In February we have a Family & Friends Brew Moon Hike where we will take people on a guided moonlight hike around Rocky Woods and would like to obtain a one-day liquor license for this event.

The event is on **Saturday, February 8th from 5-7 PM called Family & Friends Brew Moon Hike.** We take people on a guided moonlight hike around Rocky Woods and after the hike we gather around the wood stove to have beer and snacks. We offer light snacks, water and lemonade.

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In February we have a succulent garden workshop and would like to obtain a one-day liquor license for this event.

The event is on **Sunday, February 9th from 4:30 PM - 6 PM called Wine & Succulents in the Woods.** Pretty Planted will. be joining us at our Rocky Woods Visitor's cabin for a succulent planting workshop. We'd like to serve wine at this event. Also, we will have light snacks, water and lemonade for guests to enjoy.

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Also, in February we have a Valentine's Day Dinner in our cabin and would like to obtain a one-day liquor license for this event.

The event is on **Friday, February 14th from 6:30- 9 PM called Valentine's Dinner in a Woodland Cabin**. We will have a small dinner with 14 guests at our visitor's cabin at Rocky Woods Bonne Bouche Catering will be catering our event. We'd like to offer beer & wine with dinner.

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Also, in February we have a Beaver Discovery hike where we will take people on a guided night hike to observe our beaver activity on echo pond. We would like to obtain a one-day liquor license for this event.

This event is on **Wednesday, February 19th from 6 PM- 8 PM called School Vacation Beaver Discovery Hike.** This is a family friendly event during February Vacation week. After the hike we will offer light snacks, water and hot cocoa to enjoy around a warm fire. This is a family friendly event to encourage families to enjoy the winter season.

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In March we have a full moon night hike where we will take people on a guided night hike at Rocky Woods and would like to obtain a one-day liquor license for this event.

The event is on **Saturday, March 7th from 5 PM - 7 PM called Full Worm Moon Brew Hike.** We will celebrate the last full moon of the winter season with a guided night hike around Rocky Woods. After the

hike we will gather at the Rocky Woods Visitor's Cabin and enjoy some local brews, light snacks, water and hot cocoa around a warm fire.

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Also, in March we have a Spring Equinox Dinner and would like to obtain a one-day liquor license for this event.

The event is on **Saturday, March 21st from 6 PM - 8:30 PM called Rocky Woods Spring Equinox Dinner.** We will celebrate the Spring Equinox by having a dinner in the woods at our visitor's cabin. Bonne Bouche Catering will be catering our event. We would like to sell beer and wine for our guests to enjoy. Also, we will have water and lemonade for people to drink. To celebrate the Spring Equinox, we will have a craft station for families to make a compostable pot to take home.

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In April we have an Easter Brunch at Rocky Woods we'd like to obtain a one-day liquor license for.

The event is on **Saturday, April 11th from 11 AM - 1 PM called Rocky Woods Easter Brunch and Egg Hunt.** We will have an Easter Brunch catered by Bonne Bouche. After the brunch children will enjoy an Easter Egg Hunt. We'd like to offer mimosas with the brunch. Also, we will have water, coffee, tea and lemonade for people to enjoy.

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If you have any questions, please let me know. Thank you for your attention to this request and considering our requests for one-day liquor licenses at Rocky Woods. I look forward to hearing from you. Enjoy your day.

Many Thanks,
Jamie Picard

Jamie Picard
Children's Programming/Camp Director

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